



## Board of Selectmen Meeting

Monday, July 30, 2018 7:00 PM

36 Bartlet Street, Andover, MA 01810

Board of Selectmen Conference Room, Third Floor

RECEIVED  
TOWN CLERK'S OFFICE

2018 JUL 26 P 3:58

TOWN OF ANDOVER, MASS

I. Call to Order– 7:00 P.M.

II. Opening Ceremonies – 7:00 P.M.

A. Moment of Silence/Pledge of Allegiance

III. Communications/Announcements/Liaison Reports – 7:05 P.M.

IV. Citizens Petitions and Presentations – 7:10 P.M.

V. Public Hearings – 7:15 PM

A. Columbia Gas – (10 minutes)

This hearing is being held on a petition of Bay State Gas Company d/b/a Columbia Gas of Massachusetts for the purpose of replacing and/or extending its gas mains according to blueprints hereto annexed and made a part of this petition, and to make the necessary house connections along said extensions, as follows:

To excavate approximately 150 feet on Elm Street from Johnson Road to Walnut Avenue, 2000 feet on Walnut Avenue from Elm to High Street, 960 feet on Carmel Road from Walnut to end of road for the purpose of replacing the Cast Iron / Bare Steel-low pressure gas main with Plastic-high pressure due to a planned town paving project on these roads. All existing gas services within the project scope will be tied into the new Plastic-high pressure main.

Also as a part of this project, the existing plastic gas main and services on Lockway Road from Walnut to Carmel, Carmel Road from Lockway to Elm, and Wolcott Avenue from Walnut to Elm will be retested and tied into the newly installed high pressure main.

VI. Regular Business of the Board – 7:25 P.M.

A. Essex Street Parking Hours – (10 minutes)

Andover Police to recommend a change in parking limits for certain parking spots on Essex Street. Board to consider voting to approve changes.

B. Affordable Housing Restriction – (10 minutes)

Board to sign Affordable Housing Restriction for 254 Lowell Street – Bridges at Andover

C. Olympic Village Open Space Deed – (10 minutes)

Board to vote to accept the granting of open space to the Town of Andover and sign deeds.

D. September Primary Warrant – 10 minutes

Board to sign warrant for the September primary election.

VII. Consent Agenda

A. Appointments by the Town Manager

That the following appointments by the Town Manager be approved:

Department	Name	Position	Rate/Term	Date of Hire
Facilities	James McSweeney (Janet Nicosia)	Deputy Director of Facilities	\$85,825	8/20/18
Recreation	Kourtney Crampton (Michaela McIver)	Program Assistant II	\$50,347	8/6/18
Elder Services	Ashley English (Andrea Zaines/Carol Howe)	Volunteer/Transportation Coordinator	\$25.57/hour	8/13/18
Library	Liana DiPasquale (Virginia Guazzaloca)	Library Assistant I	\$23.07/hour	8/1/18
Elder Services	Nicholas Mandell	Food Service Worker	\$11/hour	7/2/18
Elder Services	Alyssa Grieco	Food Service Worker	\$11/hour	7/2/18
Recreation	Andrew Chaves	Outer Limits Counselor	\$11/hour	7/9/18
Recreation	Robert Shirling	Assistant Site Director	\$20/hour	8/1/18
Recreation	John Gemmell	Sports Assistant	\$10.25/hour	7/31/18
Recreation	Kevin Dunham	Sports Assistant	\$10.25/hour	7/30/18
Recreation	Jasmine Hussein	Sports Assistant	\$10.25/hour	7/30/18
Recreation	Chris Rassias	Sports Assistant	\$10.25/hour	7/30/18
Recreation	Fred Tarbox	Soccer Instructor	\$20/hour	7/30/18
Economic Development Council	Marlene Hoyt	Member	Three years	7/1/18
Economic Development Council	Evan Belansky	Member	Three years	7/1/18
Scholarship Committee	Todd Hanna	Member	One year	7/1/18
Ballardvale Historic District Commission	Sara Sobieski	Member	Three years	7/1/18
Town Clerk's Office	Mary Jane Bausemer	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Champa Bilwakesh	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Jeanne P. DeLisio	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Nancy S. Gump	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Jack Hall	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Vecenza Johnson	Pollworker	\$9.25	7/30/18

Town Clerk's Office	Charlotte Lyons	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Barbara MacIntire	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Ellen T. Marcus	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Jeanne Normandy	Pollworker	\$9.25	7/30/18
Town Clerk's Office	James J. Redmond	Clerk	\$10.25	7/30/18
Town Clerk's Office	Judith T. Reghitto	Warden	\$11.25	7/30/18
Town Clerk's Office	Kathleen M. Salvi	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Susan A. Schwarz	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Marilyn P. Wicker	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Lora Bates (Williams)	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Gail A. Demaso	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Norma A. Gammon	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Lois Kelly	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Gerda Mosca	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Walter W. Salvi	Warden	\$11.25	7/30/18
Town Clerk's Office	James Sellers	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Margaret Tenczar	Pollworker	\$9.25	7/30/18
Town Clerk's Office	George Thomson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Kevin J. Twohig	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Nancy Vogel	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Myrna Zetlan	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Ann Grecoe	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Patricia Boutin-Skene	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Patricia Simpson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Rita T. Arsenault	Pollworker	\$9.25	7/30/18

Town Clerk's Office	Nancy A. Burnham	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Delores J. Cleland	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Denise S. Doherty	Pollworker	\$9.25	7/30/18
Town Clerk's Office	John Doherty	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Kathleen Dolan	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Joan M. LeMieux	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Melvin Martin	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Mary Mcgettrick	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Calvin G. Perry	Warden	\$11.25	7/30/18
Town Clerk's Office	Peter H. Schwind	Clerk	\$10.25	7/30/18
Town Clerk's Office	H. Francis Rittershaus	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Cynthia M. Sexton	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Suzanne Soo Hoo	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Mary Kate Allard	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Constantine Basilakis	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Cynthia Campbell	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Virginia F. Caswell	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Christine Curran	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Clare M. Doyle	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Eleanor A. Everett	Warden	\$11.25	7/30/18
Town Clerk's Office	Alice E. Friedenson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Robert A. Friedenson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Carol Hopkinson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Susan Hunter	Pollworker	\$9.25	7/30/18
Town Clerk's Office	MaryRuth Luther	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Kenneth Ozoonian	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Julie E. Pike	Clerk	\$10.25	7/30/18
Town Clerk's Office	Helen Sellers	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Mary D. Barry	Pollworker	\$9.25	7/30/18



Town Clerk's Office	Suanne C. Dillman	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Maureen A. Finneran	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Wendy Cassidy-Grobicki	Pollworker	\$9.25	7/30/18
Town Clerk's Office	David Cleary	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Charles H. Heseltine	Warden	\$11.25	7/30/18
Town Clerk's Office	Geraldine Jacobson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Phyllis A. Jardine	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Shirley E. Kountze	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Lynn M.R. Landry	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Joanne Lepine	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Genee Morrissey	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Beatrice A. Pfister	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Shiva Sheel	Clerk	\$10.25	7/30/18
Town Clerk's Office	David C. Tomlinson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Elizabeth Bigelow	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Judith F. Birtles	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Cynthia Cohen	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Dianne E. DeLucia	Pollworker	\$9.25	7/30/18
Town Clerk's Office	James Demaso	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Alexandra Driscoll	Pollworker	\$9.25	7/30/18
Town Clerk's Office	John (Jack) Driscoll	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Christine Hayward	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Abigail Harris	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Margaret Hughes	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Nancy A. James	Clerk	\$10.25	7/30/18
Town Clerk's Office	W. Robert James	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Nancy Mulvey	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Marilyn S. Nolan	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Robert E. Willard	Warden	\$11.25	7/30/18

Town Clerk's Office	Marian C. Bicking	Warden	\$11.25	7/30/18
Town Clerk's Office	Robert Decelle	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Patricia Donohue	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Nancy Earnley	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Marilyn Fulginiti	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Denise Gentile	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Yvette Goulet	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Jennifer Hickman	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Paul Hickman	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Elizabeth A. Kochakian	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Sharon Magnuson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Dorothy S. Morrissey	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Judith Norton	Clerk	\$10.25	7/30/18
Town Clerk's Office	Jeanne S. Paskowsky	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Gail Ralston	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Evelyn A. Retelle	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Charlotte Taylor	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Helen Waldruff	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Dorothy Hollenbeck	Pollworker	\$9.25	7/30/18
Town Clerk's Office	David W. Brown	Warden	\$11.25	7/30/18
Town Clerk's Office	Donna Cooper	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Donnabeth Dooley	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Alfred E. Dusey	Pollworker	\$9.25	7/30/18
Town Clerk's Office	George Fulginiti	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Suzanne Hornick	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Judith Lugus	Clerk	\$10.25	7/30/18
Town Clerk's Office	Remi Machet	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Deborah K. Moskal	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Marcia S. O'Donnell	Pollworker	\$9.25	7/30/18

Town Clerk's Office	Howard Rabinowitz	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Catherine A. Robie	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Delia Strobel	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Howard Zetlan	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Justine Croteau	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Sandra DiVincenzo	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Luan M. Giannone	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Jane Gifun	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Joseph F. Gifun	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Phyllis E. Herskovits	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Richard G. O'Brien	Warden	\$11.25	7/30/18
Town Clerk's Office	Paul Ordman	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Carolyn Page	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Mildred M. Raymond	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Ivy Raboniwitz	Clerk	\$10.25	7/30/18
Town Clerk's Office	Maria Ramos Johnson	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Lisa Reid	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Ruth N. Shapiro	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Joan Dow	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Paul Dow	Pollworker	\$11.25	7/30/18
Town Clerk's Office	Randall L. Hanson	Pollworker	\$11.25	7/30/18
Town Clerk's Office	Maurice Y. LaBarre, Jr.	Pollworker	\$11.25	7/30/18
Town Clerk's Office	Sallie L. LaBarre	Pollworker	\$9.25	7/30/18
Town Clerk's Office	Alice Pincus	Pollworker	\$11.25	7/30/18
Town Clerk's Office	Anthony Sofia	Pollworker	\$11.25	7/30/18

VII. Adjourn

*If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact the Town Manager's Office at 978-623-8210 or by email at [manager@andoverma.gov](mailto:manager@andoverma.gov).*

MEETINGS ARE TELEVISED ON  
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45



# TOWN OF ANDOVER

## Town Clerk's Office

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
townclerk@andoverma.gov

### NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Board of Selectmen at the Town Offices on Bartlet Street, in the third floor Selectmen's Conference Room on Monday, July 30 at 7:00 P.M.

This hearing is being held on a petition of Bay State Gas Company d/b/a Columbia Gas of Massachusetts, requesting permission to excavate for the purpose of replacing and/or extending its gas mains, according to blueprints hereto annexed and made a part of this petition, and to make the necessary house connections along said extensions, as follows:

- To excavate approximately 150 feet on Elm Street from Johnson Road to Walnut Avenue, 2000 feet on Walnut Avenue from Elm to High Street, 960 feet on Carmel Road from Walnut to end of road for the purpose of replacing the Cast Iron / Bare Steel-low pressure gas main with Plastic-high pressure due to a planned town paving project on these roads. All existing gas services within the project scope will be tied into the new Plastic-high pressure main.
- Also as a part of this project, the existing plastic gas main and services on Lockway Road from Walnut to Carmel, Carmel Road from Lockway to Elm, and Wolcott Avenue from Walnut to Elm will be retested and tied into the newly installed high pressure main.

Job# 18-0842476-00

Plan(s) of the proposed work can be found in the Meeting Packet on the Board of Selectmen page on the Town of Andover website, [www.andoverma.gov](http://www.andoverma.gov).

Should you have any major concerns about this proposal, please call Veena Kothapalli, 978-314-8061, prior to the above-mentioned Selectmen's meeting date. A representative of the company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the  
Board of Selectmen

Lawrence J. Murphy  
Acting Town Clerk

Date: July 20, 2018  
Job# 18-0842476-00



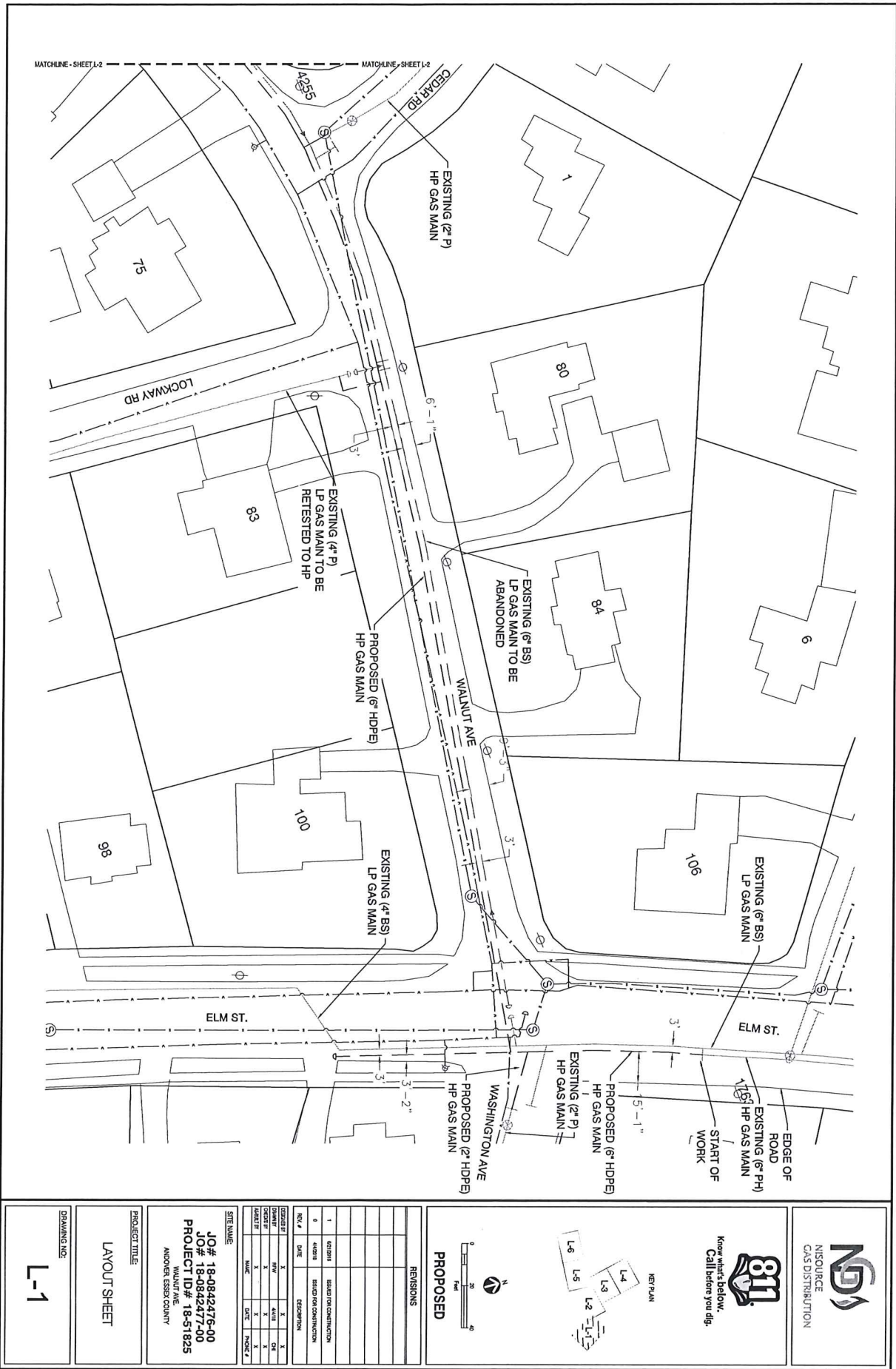
**Town of Andover  
BOARD OF SELECTMEN**

**License and Permit Application Public Hearing Questionnaire**

Please be willing and able to address these questions before the Board of Selectmen during your hearing.

**Construction, Excavation & Installation Projects**

Name	Veena Kothapalli		
Address	55 Marston Street, Lawrence, MA		
Title	Field Engineer		
Company	Columbia Gas of Massachusetts		
Overview of this project, its purpose, and a brief scope of work.	To excavate approximately 150 feet on Elm Street from Johnson Road to Walnut Avenue, 2000 feet on Walnut Avenue from Elm to High Street, 960 feet on Carmel Road from Walnut to end of road for the purpose of replacing the Cast Iron / Bare Steel-low pressure gas main with Plastic-high pressure due to a planned town paving project on these roads. All existing gas services within the project scope will be tied into the new Plastic – high pressure main. Also as a part of this project, the existing plastic gas main and services on Lockway Road from Walnut to Carmel, Carmel Road from Lockway to Elm, and Wolcott Avenue from Walnut to Elm will be retested and tied into the newly installed high pressure main.		
What time of day will this work take place?	Daytime Hours		
Have you notified abutters that may be impacted by this project?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Have you provided a contact number for the project manager?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will the project create traffic detours or prohibit access to roadways or driveways?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the project involve work on private property or town right of way that is adjacent to or near private property?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Please provide any additional information that may be useful to the Board.	Please see attached maps. Contact Veena Kothapalli by email at vkothapalli@nisource.com or by phone at 978-314-8061 with any questions.		



Know what's below.  
Call before you dig.

KEY PLAN



PROPOSED

REVISIONS

NO.	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION
2		ISSUED FOR CONSTRUCTION

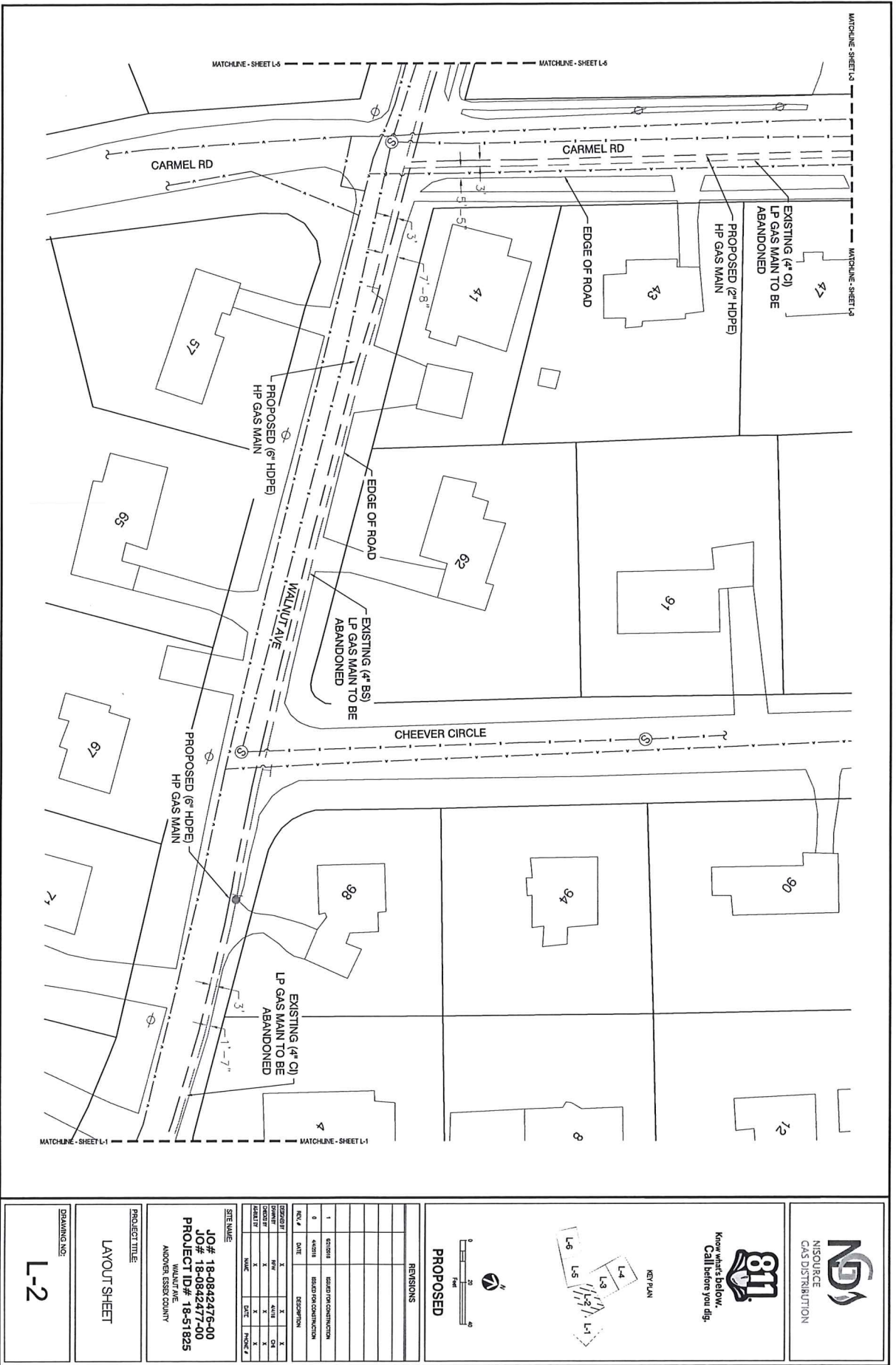
DESIGNED BY	CHECKED BY	DATE

**SITE NAME**  
JO# 18-0842475-00  
JO# 18-0842472-00  
**PROJECT ID#** 18-51825  
WALNUT AVE  
ANDOVER, ESSEX COUNTY

**PROJECT TITLE**  
LAYOUT SHEET

**DRAWING NO.**  
L-1

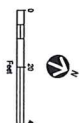




Know what's below.  
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

NO.	DATE	DESCRIPTION
1	6/2/2011	DESIGN FOR CONSTRUCTION
2	6/2/2011	DESIGN FOR CONSTRUCTION

OWNER	DATE	BY	CHK
OWNER	X	X	X
DESIGNER	X	X	X
CHECKER	X	X	X

SITE NAME  
JO# 18-0842476-00  
JO# 18-0842477-00  
PROJECT ID# 18-51825  
WALNUT AVE  
ANDOVER, ESSEX COUNTY

PROJECT TITLE  
LAYOUT SHEET

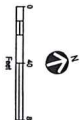
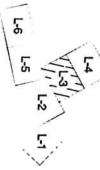
DRAWING NO.  
L-2



Know what's below.  
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION
2		CLIENTS

DESIGNED BY	CHECKED BY	DATE	PROJECT #
WV	WV	DATE	PROJECT #

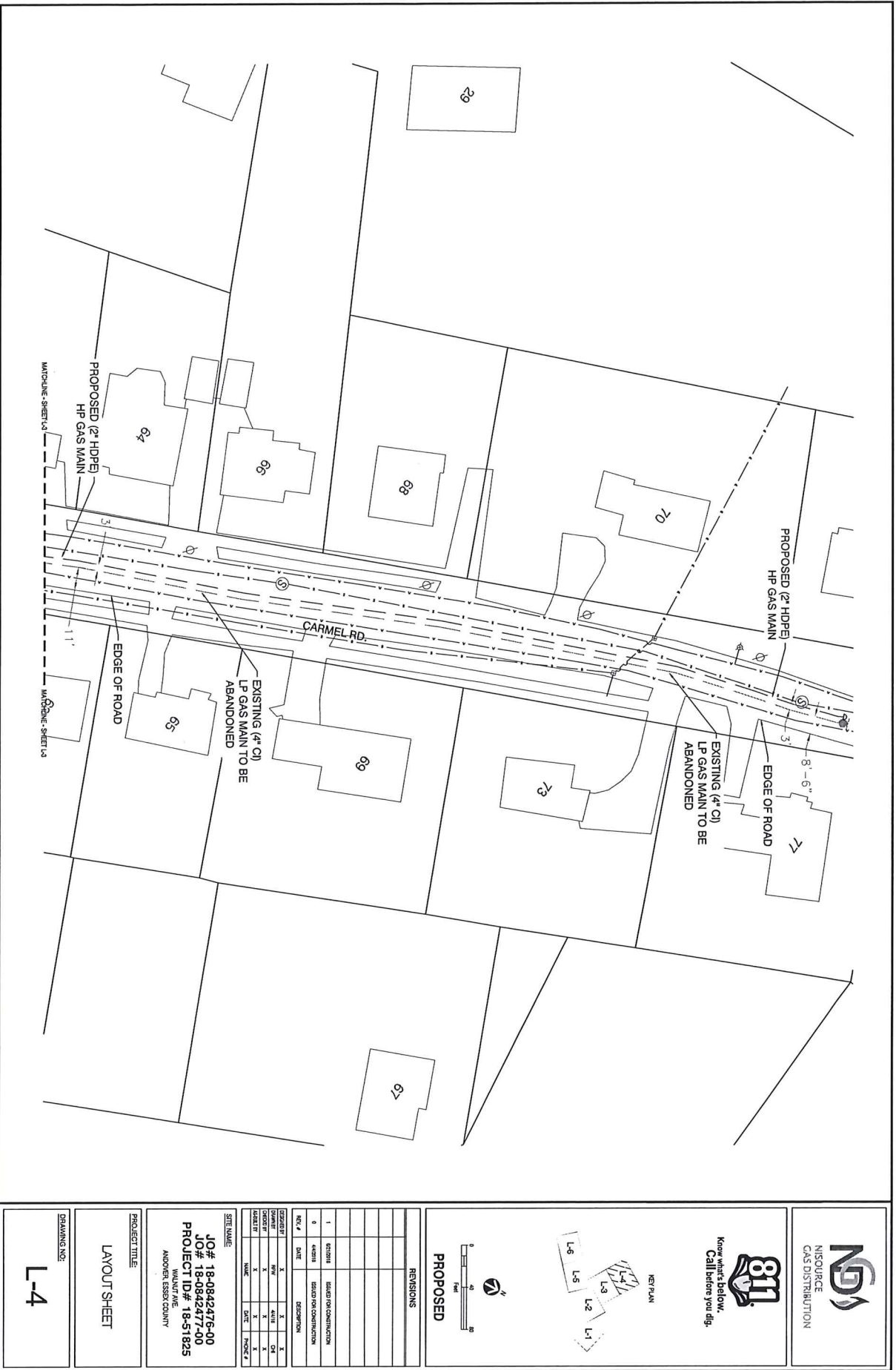
SITE NAME  
JO# 18-0842476-00  
JO# 18-0842477-00  
PROJECT ID# 18-51825  
WALTON, ME  
ANDOVER, ESSEX COUNTY

PROJECT TITLE

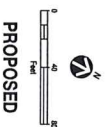
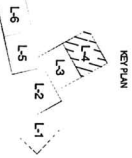
LAYOUT SHEET

DRAWING NO.

L-3



Know what's below.  
Call before you dig.

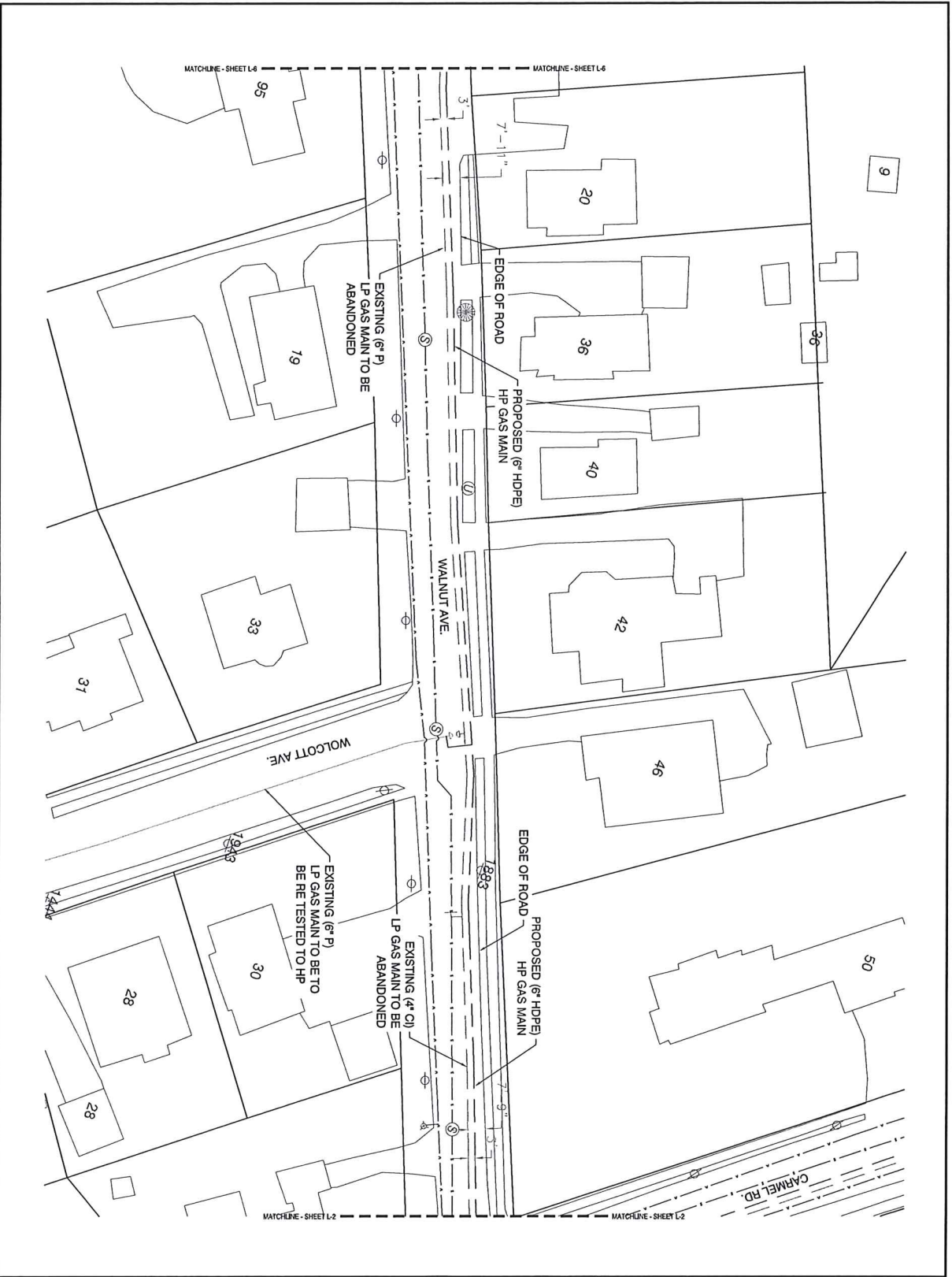


REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	02/20/11	ISSUED FOR CONSTRUCTION	
0	04/03/11	ISSUED FOR CONSTRUCTION	
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	02/20/11	ISSUED FOR CONSTRUCTION	
0	04/03/11	ISSUED FOR CONSTRUCTION	

SITE NAME:  
JO# 18-0842476-00  
JO# 18-0842477-00  
PROJECT ID# 18-51825  
WILMUT AVE  
ANDOVER, ESSEX COUNTY

PROJECT TITLE:  
LAYOUT SHEET

DRAWING NO:  
L-4



**INSURCE**  
GAS DISTRIBUTION

**811**

Know what's below.  
Call before you dig.

**PROPOSED**

REVISIONS

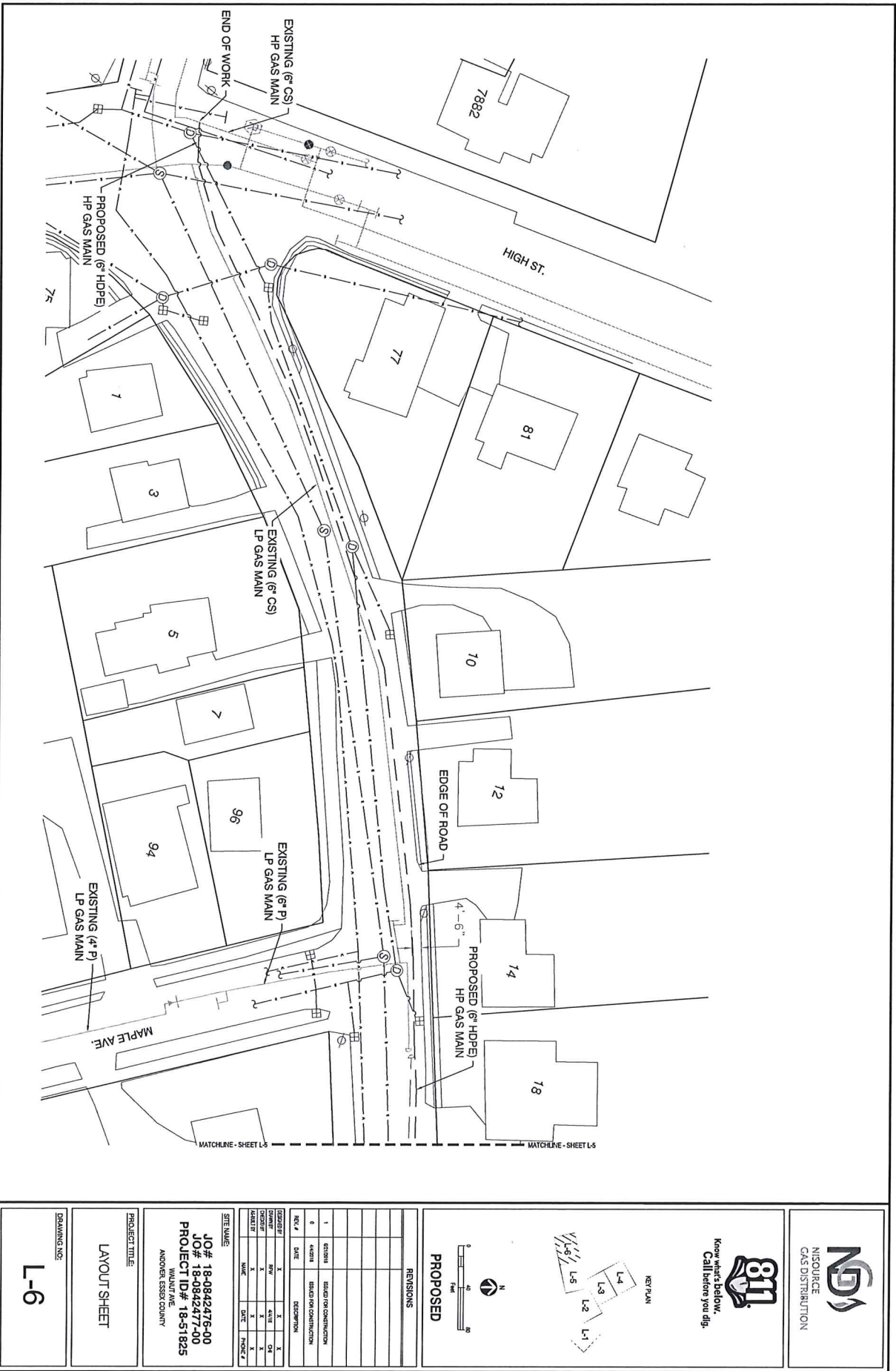
NO.	DATE	DESCRIPTION
1	02/20/2018	ISSUED FOR CONSTRUCTION
2	04/20/2018	ISSUED FOR CONSTRUCTION

**SITE NAME:**  
JO# 18-0842476-00  
JO# 18-0842477-00  
PROJECT ID# 18-51825  
WALNUT AVE  
ANDOVER, ESSEX COUNTY

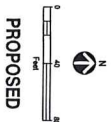
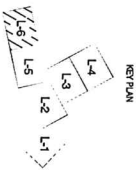
**PROJECT TITLE:**  
LAYOUT SHEET

**DRAWING NO:**  
L-5





**811**  
Know what's below.  
Call before you dig.



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1		DESIGNED FOR CONSTRUCTION	
2		FIELD FOR CONSTRUCTION	
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SITE NAME:  
JO# 18-084247-00  
JO# 18-084247-00  
PROJECT ID# 18-51825  
WALNUT AVE.  
ANDOVER, ESSEX COUNTY

PROJECT TITLE:  
LAYOUT SHEET

DRAWING NO:  
L-6



# Andover Police Department

## Support Services

### Traffic Unit

TO: Andrew Flanagan  
FROM: Officer Glen Ota, Safety Officer  
RE: Traffic Rule Requests  
DATE: February 26, 2018

Ozzy Properties contracted DCI to redesign the pavement markings on Essex Street to allow more public on-street parking. By shifting the double yellow center line slightly to the north, it will allow enough room on the south side for approximately 8 parking spaces. The design was approved by former Town Engineer Brian Moore, Fire Chief Michael Mansfield and the Police Safety Officer. The surrounding areas (top of Essex Street, Railroad Street, and School Street) have a 2 hour parking time limit. I am proposing the same 2 hour parking time limit at these new spaces.

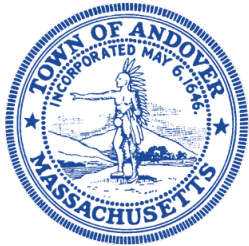
I am requesting the Board of Selectman review this request for the following additions to Andover's parking regulations:

#### **SCHEDULE 1**

#### **Article V, Section 2**

#### **Parking**

<i>Location</i>	<i>Side</i>	<i>From</i>	<i>To</i>	<i>Type</i>
84 Essex St	South	84 Essex St	a distance of 160 feet	Two Hour Parking



Andrew P. Flanagan  
*Town Manager*

# TOWN OF ANDOVER

Town Manager's Office  
36 Bartlet Street  
Andover, MA 01810  
(978) 623-8215  
[www.andoverma.gov](http://www.andoverma.gov)

July 10, 2018

## **Notice of Parking Regulation Change Request Abutter Notice**

To Whom It May Concern:

You are receiving this notice because you are an abutter to 70 – 84 Essex Street, Andover, MA 01810. The Andover Police Department has requested that the Board of Selectmen review a request to change parking spaces at and around 84 Essex Street to two hour parking spots.

This request will be considered at the Board of Selectmen meeting on July 30, 2018 at 7:00 PM in the Selectmen's Conference Room – Third Floor of Town Offices – 36 Bartlet Street, Andover, MA.

If you have any questions you may call the Town Manager's Office at (978) 623-8217 or by email at [manager@andoverma.gov](mailto:manager@andoverma.gov)





July 18, 2018

Andrew Flanagan  
Town Manager  
Town of Andover  
36 Bartlet Street  
Andover, MA 01810

RE: Notice of Parking Regulation Change Request – Abutter Notice dated July 10, 2018

Dear Mr. Flanagan,

As the agent for the owners of 18 Redspring Road, Andover, I have received and wish to comment on the subject Abutter Notice for the record.

In early 2017, we began to consider ways to alleviate some of the parking concerns for the property. At the suggestion of the Andover Planning and Police Departments, we explored the possibility of striping new parking spaces along Essex Street. At that time, it was represented to us that the parking hours would be restricted to facilitate turnover for patrons of the businesses in that area. We fully supported this idea.

We hired a traffic engineer to evaluate the roadway and make the recommendations. With the terrific support of the Police Department, we worked closely with the town departments to secure approval for this work. We then commissioned and paid for the striping work. All along, we were aware that as public parking, we could not limit the parking to our building alone, but we supported the effort because the restricted hours would support all the businesses in this part of town, including our tenants.

We strongly support the limited parking hours. This limitation will facilitate turnover over of the parking spaces, enabling more individuals to find their way to the businesses in the area. Without restrictions, those spaces will easily be assumed all day long by commuters and others not interested in patronizing the local businesses.

We would appreciate the favorable consideration of this request by the Police Department. Please share our thoughts with the Board of Selectmen as appropriate.

Respectfully,

A handwritten signature in blue ink, appearing to read "E. Keller", is written over a faint, stylized graphic of a building or structure.

Ellen J Keller  
VP – Commercial Real Estate



# TOWN OF ANDOVER

Town Offices  
36 Bartlet Street  
Andover, MA 01810  
(978) 623-8200  
[www.andoverma.gov](http://www.andoverma.gov)

To: Board of Selectmen

From: Jacki Byerley, AICP Planner *JB*

Re: 254 Lowell Street – Bridges at Andover – Declaration of Affordable Housing Restriction

Date: July 26, 2018

For the Board of Selectmen approval attached is the Declaration of Affordable Housing Restriction for the project known as Bridges at Andover located at 254 Lowell Street. The declaration is a requirement of the Zoning Bylaw and conditional approval of the Special Permit for Elderly Housing issued by the Planning Board. The project has been constructed as a 63 unit congregate care facility; 6 of which are required to be rented to persons who meet the affordable income requirements of the Zoning Bylaw Section 7.4.4; low income affordability level, defined as being below 60% of the Median Income; moderate income affordability level, defined as being between 60%—79% of the Median Income and upper-moderate income affordability level, defined as being between 80%—100% of the Median Income.

The attached Declaration of Affordable Housing Restriction has been reviewed and approved by the Planning Board and Town Counsel and is ready for the Board of Selectmen acceptance.

## DECLARATION OF AFFORDABLE HOUSING RESTRICTION

(Property Address: 254 Lowell Street, Andover, MA)

ANDOVER SENIOR HOUSING LLC, a Delaware limited liability company with a principal place of business at 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, its successors and assigns (the "Declarant") hereby makes the following described Declaration of Affordable Housing Restriction on Declarant's interest in and to a parcel of land, together with all the buildings and improvements now or hereafter situated thereon, located at 254 Lowell Street, Andover, Massachusetts, as described in more detail in **Exhibit A** attached hereto ("Premises"), in favor of the Town of Andover, Massachusetts, a municipal corporation acting by and through its Planning Board (the "Planning Board") with a usual place of business at the Andover Town Office at 36 Bartlet Street, Andover, MA 01810 ("Andover" or the "Municipality").

WHEREAS, the Declarant received Special Permit SP 14-06 pursuant to Section 7.4 of the Andover Zoning Bylaw, 2014 version (the "Elderly Housing Bylaw") from the Andover Planning Board (the "Special Permit"), permitting the construction of a congregate living residential development at the Premises to be known as "Bridges at Andover" (the "Project"), which Project shall contain sixty three (63) residential rental units (the "Units"). The Special Permit has been recorded with the Essex North District Registry of Deeds in Book 14880, Page 337.

WHEREAS, condition #30 of the Special Permit requires the perpetual affordability of six (6) of the Units contained within the Project to be rented to Eligible Tenants (as defined below) and at such rental rates as hereinafter provided (as such Units may hereafter be identified from time to time, the "Affordable Units").

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto agree and covenant, that the terms of this Affordable Housing Restriction (sometimes hereinafter referred to as the "Restriction"), authorized by M.G.L. c. 184, §§31-33 and otherwise by law, are as follows:

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that the Affordable Units will be perpetually retained as affordable in accordance with the Special Permit.
2. This Restriction shall prohibit the use of the Affordable Units, when constructed on the Project Site, for any use except residential use by persons who qualify as low or moderate or upper-moderate income persons as defined in Section 7.4.4 of the Elderly Housing By-Law, and the Special Permit.
3. Declarant shall comply in all respects with Section 7.4.7 of the Elderly Housing Bylaw, entitled "Congregate Living Facilities – Dimensional Requirements and Design

Standards.” Declarant shall engage a Monitoring Agent to ensure that the Declarant is abiding by its obligations relative to the affordable units pursuant to the Special Permit.

4. Scope. The Declarant intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises in perpetuity, binding upon the Declarant's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Declarant, and (iii) shall bind the Declarant and its successors and assigns (and the benefits shall inure to the Municipality and to any present or prospective tenants of the Affordable Units); provided, however, that the Declarant and each successive owner of all or any portion of the Project shall be liable only for the obligations accruing during the period of their respective ownership of the Project.

5. Duration not Limited. This perpetual Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Declarant hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.

6. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that failure to do so shall not be a default hereunder and the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

7. Permitted Use. For so long as the Premises are used for the Project, the Affordable Units shall be provided as follows:

A. Six (6) of the Units shall at all times be provided as Affordable Units. The Affordable Units are initially identified on **Exhibit B** attached hereto. In the event of any change in the designation of any Affordable Unit within the Project pursuant to the terms of Section 5.C hereof, any such newly designated Affordable Unit shall be similar in size and nature to the previously designated Affordable Unit it replaces.

B. If an Affordable Unit within any given Income Tier (as more particularly described in Section 7 below) is not leased to an Eligible Tenant (as defined below) within one hundred twenty (120) days following the initial occupancy of the so-called

“household” (i.e., wing) of the Project within which the Affordable Unit is located, then any such vacant Affordable Unit may be leased to:

- i. An Eligible Resident who qualifies under a higher Income Tier from the Project’s waiting list; or;
- ii. In the event that any such vacant Affordable Unit is not leased within ten (10) business days to an Eligible Resident from the waiting list from a higher Income Tier, then such Unit may be leased to a market rate resident on market rate terms, subject to the terms hereof.

C. In the event that a vacant Affordable Unit is leased to a market rate resident in accordance with the foregoing Section 5.B.ii, then upon the next similarly sized market rate Unit in the Project becoming vacant, the Declarant shall fill such market rate Unit with a resident from the Project’s affordable housing waiting list at the next lowest Income Tier for which there remains an unfilled Unit, based on the Unit allocation set forth herein. In no event shall the Declarant be required to provide more than six (6) Affordable Units at the Income Tiers outlined in this Restriction at any given time.

D. No entry fee shall be charged for the Affordable Units.

E. The construction of the Project shall meet all applicable codes, regulations, statutes and zoning bylaws of the Town of Andover and all applicable codes, regulations and statutes of the Commonwealth of Massachusetts. The Affordable Units shall be distributed amongst the Units within the Project as set forth on **Exhibit B**. The Premises will be perpetually retained as affordable in accordance with the Special Permit and this Restriction.

8. Prior to marketing or otherwise making available for rent any of the Affordable Units, the Declarant shall enter into a monitoring agreement (the “Monitoring Agreement”) with a Monitoring Agent subject to the approval of the Andover Planning Division (which approval shall not be unreasonably withheld, conditioned or delayed), and shall obtain the Monitoring Agent’s approval of a marketing plan for the Affordable Units (which approval shall not be unreasonably withheld, conditioned or delayed). Such marketing plan must set forth a plan for affirmative fair housing marketing of the Affordable Units and effective outreach to protected groups underrepresented in the Municipality. The specific scope of the Monitoring Agent’s roles and responsibilities with respect to the Project shall be more particularly set forth in the Monitoring Agreement.

9. Intentionally Omitted.

10. Intentionally Omitted.

11. Tenant Selection.

(a) Nondiscrimination. The Declarant shall not discriminate on the basis of race, creed, color, sex, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project (except that the parties expressly acknowledge that the Project, is an age-restricted senior housing facility for persons aged 55 and older and that no resident shall be under the age of 18 (the "Age Restriction"), and that accordingly the Age Restriction with respect to any and all residents and tenants shall not be deemed a discrimination in violation of this Section 6(a)) or in connection with the employment or application for employment of persons for the operation and management of the Project. The Declarant shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a federal or state rental certificate or voucher. The parties acknowledge that the building in which the Combined Project is located is a non-smoking facility and that smokers may accordingly be excluded as residents, visitors, or otherwise.

(b) Selection Policies for the Affordable Units. The Declarant shall adopt and submit to Municipality for approval resident selection policies and criteria for the Affordable Units acceptable to Municipality that provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, or a lottery, and (ii) the prompt written notification to any rejected applicant of the grounds for any rejection. If selection is to be made according to chronological order of application, as aforesaid, then such process shall be fair and open and shall not impede equal housing opportunity for any applicants. An Eligible Tenant is subject to a health assessment by the Declarant to ensure that the Declarant can meet the health needs of the Eligible Tenant, provided that such health assessments shall be no more stringent than the requirements imposed by the Massachusetts Executive Office of Elder Affairs. If the Declarant determines that such Eligible Tenant does not require the services of the Declarant or requires more services than the Declarant provides, the Eligible Tenant will not be offered an Affordable Unit. The Declarant shall also provide the Municipality with an affirmative marketing plan for the Affordable Units reasonably acceptable to the Municipality. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every material respect.

(c) Local Preference. To the extent permitted by applicable law, with respect to seventy percent (70%) of the Affordable Units (maximum of 4 affordable units), local preference at the time of initial occupancy shall be given to applicants satisfying all applicable eligibility requirements and who qualify as any of the following (in each case as more particularly detailed in the approved marketing plan and resident selection policies):

- i. Current Andover residents;
- ii. Immediate family members of current Andover residents;
- iii. Municipal employees of the Town of Andover;
- iv. Employees of local businesses located in the Town of Andover;

- v. Local Veteran's preference as verified by the Department of Defense Form 214 Certificate.

12. Income and Rent Restrictions for the Affordable Units.

(a) During the term of this Affordable Housing Restriction, one hundred percent (100%) of the Affordable Units in the Project (*i.e.* six (6) Units) shall be leased exclusively to an Eligible Tenant, subject to the provisions of Section 5.B above. An "Eligible Tenant" is an individual who is 55 years of age or older whose annual gross income does not exceed the income tier limitations ("Income Tiers") set forth below.

- i. One (1) Unit is to be provided at a low income affordability level, defined for the purposes hereof as being below 60% of the Median Income (the "Low Tier Maximum Income");
- ii. Three (3) Units are to be provided at a moderate income affordability level, defined for the purposes hereof as being between 60%—79% of the Median Income (the "Moderate Tier Maximum Income"); and
- iii. Two (2) Units are to be provided at an upper-moderate income affordability level, defined as being between 80%—100% of the Median Income (the "Upper-Moderate Tier Maximum Income").

(b) An Eligible Tenant's annual gross income shall be the anticipated total income from all sources received by the individual, including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. § 5.609 (or any successor regulations).

(c) As used herein, the term "Median Income" shall mean the most current Lawrence Standard Metropolitan Statistical Area median income as determined by the U.S. Department of Housing and Urban Development ("HUD").

13. Income Certifications for the Affordable Units. The Declarant represents, warrants and covenants that the determination of whether an individual occupying an Affordable Unit meets the income requirements set forth herein shall be made by Declarant at the time of leasing of the Affordable Units in the Project and thereafter at least annually on the basis of the current income of such individual. Declarant shall maintain as part of its Project records copies of all leases of the Affordable Units in the Project and all initial and annual income certifications by tenants of the Affordable Units in the Project. Within ninety (90) days after the end of each calendar year of occupancy of any portion of the Project, the Declarant shall provide to the Municipality and the Monitoring Agent annual reports consisting of certifications regarding the annual and monthly gross income of each individual occupying an Affordable Unit at the



Project. With respect to individuals who moved to an Affordable Unit at the Project in the prior year, the annual report shall also include certification of such individuals at the time of their initial occupancy at the Project.

Any Affordable Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed an Affordable Unit so long as (i) such Unit continues to be rent restricted and (ii) the tenant's income does not exceed 110% of the highest Median Income within the applicable Income Tier. If the tenant's income exceeds 110% of such Median Income as aforesaid at the time of annual recertification determination, his/her Unit (the "Excess Income Tenant Unit") shall be deemed an Affordable Unit until Declarant shall rent to an Eligible Tenant the next available Unit which is not an Affordable Unit and which is otherwise substantially similar to the Excess Income Tenant Unit. If a tenant's income exceeds 110% of such Median Income as aforesaid, such tenant will be required to pay market rent for the Excess Income Tenant Unit when the next Affordable Unit is identified by Landlord and rented to an Eligible Tenant. The annual reports shall be in a form reasonably approved by the Municipality and the Monitoring Agent and shall contain such supporting documentation as the Municipality and the Monitoring Agent shall reasonably require. In addition to the foregoing, Declarant shall keep such additional records with respect to the Affordable Units and prepare and submit to Municipality and the Monitoring Agent such additional reports with respect to the Affordable Units as Municipality and the Monitoring Agent may reasonably deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction.

14. Rent Schedules for the Affordable Units. Prior to initial occupancy of the Affordable Units in the Project and annually thereafter as part of the annual reports required under Section 8 above, Declarant shall submit to Municipality and the Monitoring Agent a proposed schedule of Maximum Monthly Rents for all the Affordable Units in the Project. Such schedule shall be subject to the approval of Municipality for compliance with the requirements of Section 7 above. After approval of a schedule of Maximum Monthly Rents by Municipality, Rents for Affordable Units shall not be increased without the Planning Board's prior approval, not to be unreasonably withheld, delayed or conditioned of either (x) a specific request by Declarant for a rent increase or (y) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by Declarant to all affected tenants. In determining the Maximum Monthly Rents for each applicable Income Tier, the percentage of income attributable to rent assumption shall be ninety-two percent (92%).

15. Lease Form for the Affordable Units. The Declarant shall not include in any lease for an Affordable Unit in the Project any of the following provisions:

- (i) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Declarant in a lawsuit brought in connection with the lease.
- (ii) Agreement by the tenant that the Declarant may take, hold, or sell personal property of household members without notice to the tenant and a court

decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit or deceased. The Declarant may dispose of such personal property in accordance with state law.

- (iii) Agreement by the tenant not to hold the Declarant or the Declarant's agents legally responsible for any action by Declarant or failure to act by Declarant, whether intentional or negligent.
- (iv) Agreement of the tenant that the Declarant may institute a lawsuit without notice to the tenant.
- (v) Agreement by the tenant that the Declarant may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (vi) Agreement by the tenant to waive any right to a trial by jury. This shall not restrict the Declarant or tenant from electing alternative dispute resolution in lieu of litigation, to the extent permitted by law; provided that participation in such alternative dispute resolution is voluntary and not required of Declarant or tenant.
- (vii) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease. This shall not restrict the Declarant or tenant from electing alternative dispute resolution in lieu of litigation, to the extent permitted by law; provided that participation in such alternative dispute resolution is voluntary and not required of Declarant or tenant.
- (viii) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court or dispute resolution proceeding by the Declarant against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Affordable Units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and Declarant, and shall require tenants to provide information required for the Declarant to meet its reporting requirements hereunder. Declarant may not terminate the tenancy or refuse to renew the lease of an occupant of an Affordable Unit of the Project except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days' written notice from Declarant to tenant specifying the grounds for the action.

16. Notice of Sale. The Declarant shall provide the Municipality and the Monitoring Agent with sixty (60) days' advance written notice of any sale, transfer or exchange of the Project, including the date of the proposed transaction, the name and address of the transferee, and any other information concerning the transaction or the transferee that is reasonably requested by the Municipality.

17. No Demolition. The Declarant shall not demolish any material part of the Project or substantially subtract from any material real or personal property of the Project except if required by law unless after such action the ratio of Affordable Units to total number of remaining Units in the Project is in conformity with the Special Permit in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Municipality, which consent shall not be unreasonably withheld, conditioned or delayed. The Declarant shall not permit the use of any Affordable Unit for any purpose other than rental housing.

18. Casualty. The Declarant represents, warrants and agrees that if the Project, or any material part thereof, shall be damaged or destroyed, (i) the Declarant will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, subject to the approval of the lender(s) which has provided financing for the Project or (ii) if not restored or repaired or relieved, the Declarant shall maintain the same ratio of Units to total number of remaining Units in the Project as required by the Special Permit. The Declarant represents, warrants and agrees that the Affordable Units shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

19. Inspection. Any use of the Affordable Units or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Declarant hereby grants to Municipality, the Monitoring Agent and its duly authorized representatives the right to enter the Premises upon reasonable advance notice to Declarant at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Declarant and Municipality. Municipality shall notify Declarant in writing of any alleged non-compliance by Declarant of this Affordable Housing Restriction or any other agreement between Declarant and Municipality, specifying in reasonable detail the nature of such alleged noncompliance and the requested cure. Declarant shall thereafter have thirty (30) days from the date of its receipt of the notice to commence the cure of the alleged noncompliance and shall thereafter use its diligent efforts to complete such cure. If Declarant fails to use its diligent efforts and/or does not cause the alleged noncompliance to be cured, then Municipality may take any reasonable and appropriate action under the circumstances to cure any such violation. Any mortgagee(s) of Declarant shall receive reasonable notice and opportunity to cure before such remedies are exercised.

20. Enforcement. Provided that the applicable notice and cure rights in Section 19 have expired, the Municipality may enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations,

including without limitation relief requiring restoration of the Affordable Units to their condition prior to any such violation, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality. Declarant covenants and agrees to reimburse Municipality all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Declarant or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Municipality does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

21. Any election by the Municipality as to the manner and timing of its right to enforce this Restriction, or otherwise exercise its rights hereunder, shall not be deemed or construed to be a waiver of such rights.

22. Further Assurances. The Declarant and its successors and assigns agrees to execute any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction upon Municipality's reasonable request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Municipality. The Declarant and the Municipality intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval of the date of filing or recording of any instrument evidencing such approval.

23. Upon request by the Declarant, the Municipality shall within thirty (30) days execute and deliver to the Declarant any document, including an estoppel certificate, which certifies the Declarant's compliance with any obligation of the Declarant contained herein. Failure by the Municipality to respond such request within said thirty (30) day period shall be deemed a certification of compliance and a waiver by the Municipality of any claims hereunder.

24. Declarant shall record this Declaration of Affordable Housing Restriction executed by Declarant and the Board of Selectmen with the Essex North District Registry of Deeds, and provide a certified copy thereof to the Municipality.

25. Declarant does hereby declare, represent, covenant and warrant as follows:

(a) Declarant (i) is a limited liability company duly organized under the laws of the State of Delaware and is qualified to transact business under the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Restriction.

(b) The execution and performance of this Restriction by Declarant (i) to the best of Declarant's knowledge, will not violate or, as applicable, has not violated any

provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Declarant is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) Declarant will, at the time of the delivery and recording of this Restriction, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance which would prevent use of the Property for the Project or which would prevent the execution and recording of this Restriction.

(d) To the best of Declarant's knowledge, there is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Restriction).

26. This Restriction shall be governed by the laws of the Commonwealth of Massachusetts. The invalidity of any clause, part, or provision of this Restriction shall not affect the validity of the remaining portions hereof.

27. This Restriction shall also be and is for the benefit of the Municipality, its successors and assigns.

28. This Restriction shall run with the Property in perpetuity from the date of recordation in the Essex North District Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having an ownership interest in said Property or claiming to have an interest with respect to said Property as tenants, invitees, licenses or otherwise, and all of the respective heirs, successors, grantees, mortgagees, assigns, agents, contractors, subcontractors and employees of the foregoing and is not merely a personal restriction of Declarant. This Restriction is hereby intended and declared to be a Restriction in perpetuity held by a governmental body as defined in and with the benefit of M.G.L. c. 184, § 32 and no re-recordation of this Restriction under G.L. c. 184, §§23-30 or any other law shall ever be necessary in order to maintain the full legal effect and authority thereof and Declarant and its successors and assigns, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Restriction. Declarant hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts required to be satisfied in order for the provision of this Restriction to constitute Restrictions running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

29. Notice. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt request, to the parties at their respective addresses set forth

below or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two (2) days after mailing; a notice delivered by hand shall be deemed given upon receipt.

If to Declarant:

Andover Senior Housing LLC  
2310 Washington Street  
Newton Lower Falls, MA 02462

If to Municipality:

Town Of Andover  
Planning Department  
36 Bartlet Street  
Andover, MA 01810

30. This Restriction shall not be modified, amended, changed, or terminated or waived without the consent of the Declarant (or Declarant's successor) and the consent of the Municipality. The Declarant as well as the Municipality, may enforce and, if necessary, extend this Restriction in accordance with applicable law. Declarant agrees for itself, and its heirs, successors and assigns to execute and record such notices of restriction as are required to extend this Restriction in perpetuity in accordance with applicable law. The Municipality is hereby declared to be a benefited party to and a holder of this Restriction and the Declarant hereby appoints the Municipality as its attorney-in-fact to execute, acknowledge, deliver and record any such notice or instrument on its and/or their behalf which may at any time be necessary for the specific and limited purpose of maintaining this Restriction in effect in perpetuity. Without limiting the forgoing, the Declarant and its successors and assigns agree to execute any such notices and instruments upon request of the Municipality.

31. If any court or other tribunal of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

32. Declarant and Declarant's successors and assigns, including all subsequent owners of the Property or portions thereof, shall inform a potential purchaser in writing of this

Declaration of Restriction and shall incorporate this Declaration of Restriction, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property or any portion thereof is conveyed. Any such deed purporting to convey any portion of the Property or interest therein without including this Restriction in full or by reference shall be deemed and taken to include said Restriction in full even though said Restriction is not expressly described or referenced therein.

33. No amendment or release of this Restriction shall be effective unless it has been approved in writing by the Municipality acting by its Planning Board (hereinafter the "Town Approval"), and said amendment or release and the requisite Town Approval have been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

34. Mortgagee Consent and Subordination. To the extent that there are any mortgages or other liens encumbering the Premises and recorded with the Essex North District Registry of Deeds (the "Registry") prior to the date and time of the recording with the Registry of this Affordable Housing Restriction, Declarant represents and warrants that it has obtained the consent and subordination of such existing mortgagees and lienholders of the Project to the execution and recording of this Restriction and to the terms and conditions hereof, that all such mortgagees and lienholders have executed a consent and subordination to this Restriction, and that all such consents and subordinations shall be recorded simultaneously herewith.

35. Documentary Stamps. No documentary stamps are required as this Affordable Housing Restriction is not being purchased by the Municipality.

[Remainder of page intentionally blank. Signatures follow.]



Executed under seal as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

DECLARANT:

ANDOVER SENIOR HOUSING LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name:  
Title: Authorized Real Estate Signatory  
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, 2018

Before me, the undersigned notary public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_, and proved to me through satisfactory evidence of identification, which was  
\_\_\_\_\_, to be the person whose name is signed on the preceding  
document, and acknowledged to me that he signed as it voluntarily for its stated purpose as  
authorized real estate signatory of Andover Senior Housing LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE BY BOARD OF SELECTMEN

The Board of Selectmen of the Town of Andover hereby accepts the foregoing conveyance to the Town of Andover.

EXECUTED as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Town of Andover Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss \_\_\_\_\_, 2018

On this day, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as \_\_\_\_\_ of the Town of Andover.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Property Description

The land in Andover with the buildings thereon, bounded and described as follows:

PARCEL NO. 1: A certain parcel of land being shown as Lot No. 7 on Plan entitled "Plan of Lots in Andover, Mass., as made for Marion Real Estate Trusts and D & G real Estate Trust" dated June, 1956, recorded with Essex North District Registry of Deeds as Plan No. 3316 substantially bounded and described as follows:

Southerly:	by Lowell Street, two hundred sixty (260) feet, more or less;
Easterly:	One hundred thirty-eight (138) feet by land nor or formerly of one Loosigian;
Southeasterly:	Three Hundred Six (306) feet by land of said Loosigian; and
Westerly:	Three Hundred thirty-five (335) feet more or less by lot No. 6 on said Plan and by land now or formerly of Harry Axelrod.

Said Lot containing 56,650 square feet, more or less.

PARCEL NO. 2: A certain parcel of land in the West Parish of said Andover on the southerly side of the road leading from the Meeting house to Haggetts Pond and being bounded and described as follows:

Beginning on said road near land now or formerly of one Cutler, thence running northeasterly by said Road 35 rods and 20 links to land now or formerly of Lewis A. Belise; thence by said Belisle's land South 21° E 41 rods and 4 links to land now or formerly of one Jameson; thence by land of said Jameson and said Cutler 75° W 48 rods and 7 links to the corner at the turn in the wall; thence northerly on various courses by the wall and by said Cutler's land 28 rods and 12 links to the road at the point of beginning

Containing 8 acres, more or less.

Being the same premises conveyed by Deed recorded in Essex North District Registry in Book 15079, Page 198.

**Exhibit B**

Bridges at Andover

Affordable Units

Apartment Number	Approx. Square Feet
# 107	316
# 109	316
# 204	256
# 212	316
# 304	256
# 314	327

Number of Affordable Units                      **6**

A similarly sized alternate Unit may be substituted as necessary from time to time to fulfill the requirements under this Agreement, as more particularly set forth in this Agreement.

## EXHIBIT C

Re: Bridges at Andover

### Initial Maximum Monthly Rents for Affordable Units

#### Rental Rates

Low Tier Rent:	\$3,059.00
Moderate Tier Rent:	\$3,860.00
Upper-Moderate Tier Rent:	\$5,098.00

**AFFORDABLE HOUSING MONITORING AGREEMENT  
BRIDGES AT ANDOVER**

**(254 Lowell Street, Andover, MA)**

This Affordable Housing Monitoring Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and among ANDOVER SENIOR HOUSING LLC, a Delaware limited liability company with a principal place of business at 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, and its successors and assigns (the "Developer"), \_\_\_\_\_, having an address at \_\_\_\_\_ (the "Monitoring Agent") and the Town of Andover, Massachusetts, a municipal corporation acting by and through its Planning Board (the "Planning Board") with a usual place of business at the Andover Town Office at 36 Bartlet Street, Andover, MA 01810 ("Andover" or the "Municipality").

WITNESSETH:

WHEREAS, the Municipality has adopted an Elderly Housing Bylaw in Section 7.4 of the Municipality's Zoning Bylaw (the "Bylaw");

WHEREAS, the Developer intends to construct a development (the "Project") consisting of a congregate living residential development at 254 Lowell Street, Andover, Massachusetts to be known as "Bridges at Andover" (the "Project"), which Project shall contain sixty three (63) residential rental units (the "Units");

WHEREAS, the Developer received Special Permit SP 14-06 pursuant to Section 7.4 of the Andover Zoning Bylaw (the "Elderly Housing Bylaw") from the Andover Planning Board (the "Special Permit Decision"), which has been recorded with the Essex North District Registry of Deeds (the "Registry") in Book 14880, Page 337;

WHEREAS, the Project is subject to a Declaration of Affordable Housing Restriction dated as of \_\_\_\_\_, 2018 between the Municipality and the Developer (the "Affordable Housing Restriction"), which is recorded with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_;

WHEREAS, as more particularly set forth in the Affordable Housing Restriction, six (6) of the Units be set aside as affordable housing units for seniors who qualify as low, moderate, or upper-moderate income persons (the "Affordable Units") and shall be subject to rental restrictions as defined in the Affordable Housing Restriction (the "Affordability Requirement");

WHEREAS, for the purposes of ensuring that the Developer is abiding by its obligations relative to the Affordable Units pursuant to the Special Permit Decision, the parties have agreed that a Monitoring Agent and a Monitoring Agreement, both of which shall be reasonably acceptable to the Developer and the Planning Director, shall be provided;

WHEREAS, \_\_\_\_\_ has been approved by the parties as the Monitoring Agent to perform certain administration, monitoring and enforcement services regarding compliance of the Project's Affordable Units.

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Monitoring Services.** Monitoring Agent shall monitor the compliance of the Project with the Affordability Requirement, as more fully described herein.

(a) Affordability Requirement; Initial Rentals. The Developer agrees to deliver to the Monitoring Agent the income, asset and age certifications and Affordable Housing Restrictions with respect to initial rentals of Affordable Units as required under the Affordable Housing Restriction (the "Initial Rental Data"). The Monitoring Agent agrees to review the Initial Rental Data and determine the substantive compliance of the Project with the Affordability Requirement in accordance with the Affordable Housing Restriction. The Monitoring Agent shall also review and reasonably approve the proposed Marketing Plan Tenant Selection Plan for the Project. Upon completion of its review of the Initial Rental Data, the Monitoring Agent shall deliver the Municipality a copy of such data together with the Monitoring Agent's determination of whether the Affordability Requirement has been met. The Municipality shall make the final determination of whether the Affordability Requirement has been met.

(b) Annual Reports. The Monitoring Agent agrees to prepare and deliver annually a report (the "Annual Compliance Report") to the Municipality on compliance of the Project with the Affordability Requirement. The Annual Compliance Report shall indicate the extent of noncompliance with the relevant reporting and/or substantive requirements, describe efforts being made by the Developer to remedy such noncompliance and, if appropriate, recommend possible enforcement action by the Municipality against the Developer to remedy any such noncompliance. The Monitoring Agent shall deliver the Annual Compliance Report within one hundred twenty (120) days of the end of each calendar year during the term of this Agreement.

(c) Supplemental Monitoring Services. The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable the compliance by the Developer with the Affordability Requirement. The services hereunder shall not include

any construction monitoring. The services hereunder shall include follow-up discussions with the Developer, if appropriate, after an event of noncompliance.

2. **Developer Obligations.** The Developer agrees to deliver to the Monitoring Agent the income, asset and age certifications, leases and Affordable Housing Restriction with respect to initial rental of Affordable Units as required under the Affordable Housing Restriction on a timely basis and such information as is required by the Monitoring Agreement in order to complete Annual Reports and perform Supplemental Monitoring Services as described above.
3. **Monitoring Services Fee.** The Monitoring Agent shall receive a fee from the Developer of **[\$100.00]** per Affordable Unit at the time of execution hereof. Such fee shall constitute payment for the services of the Monitoring Agent with respect to compliance by the Developer with the Affordability Requirement in connection with initial rental of the Affordable Units. In addition, the Developer shall pay the Monitoring Agent an annual fee in the amount of **[One Hundred Dollars (\$100.00)]** per Affordable Unit for each subsequent year thereafter, payable within thirty (30) days after receipt by the Developer of the Annual Report. The Municipality shall have no responsibility for payment of any fee to Monitoring Agent hereunder.
4. **Default.** In the event any default, violation or breach by the Developer under this Agreement with respect to the Affordable Units is not cured to the satisfaction of the Monitoring Agent within sixty (60) days after notice to the Developer thereof, then the Monitoring Agent or the Municipality may exercise any remedy at law or in equity available. No such failure to cure a default, however, will be deemed to exist if the Developer has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the Developer.
5. **Term.** The term and the monitoring services provided under this Agreement, shall continue until the earlier of (a) such time as there is as no longer any Affordable Unit subject to the Affordable Housing Restriction, or (b) the date upon which the Municipality and the Developer mutually agree to select or appoint a replacement Monitoring Agent.
6. **Responsibility of Monitoring Agent.** The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.
7. **Successor Monitoring Agent/Further Delegation/Conflict of Interest.**



(a) This Agreement is terminable at will by the Monitoring Agent or the Municipality with sixty (60) days notice to the other parties. In addition, this Agreement is terminable immediately by the Municipality should the Monitoring Agent be dissolved or become incapable of fulfilling its obligations during the term of this Agreement. In the event of termination of this Agreement, the Municipality and the Developer shall promptly appoint a mutually acceptable successor monitoring agent to serve as Monitoring Agent for the remaining term of this Agreement. (b) The Monitoring Agent shall not delegate all or any portion of its obligations hereunder without the prior approval of the Municipality. If the Monitoring Agent performs any functions for the Developer, such as running the lottery, which would be subject to oversight by the Monitoring Agent, the Monitoring Agent must delegate oversight of such functions to a Municipality-approved entity.

8. **Indemnity.** The Developer agrees to indemnify, defend and hold harmless the Monitoring Agent and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent, or the Municipality by reason of its relationship with the Project under this Agreement and not involving the Monitoring Agent, or the Municipality acting in bad faith and with gross negligence.
9. **Applicable Law.** This Agreement, and the application or interpretation hereof, shall be governed by the laws of The Commonwealth of Massachusetts.
10. **Binding Agreement.** This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.
11. **Headings.** All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.
12. **Third-Party Beneficiaries.** The Municipality shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.
13. **Entire Agreement.** This Agreement supersedes all prior agreements between the parties hereto with respect to the Project, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement, together with the Affordable Housing Restriction, constitutes the sole and entire agreement between the parties hereto with respect to the subject transaction, and the rights, duties, and obligations of the parties with respect thereto. In executing this Agreement, the Monitoring Agent acknowledges that the Monitoring Agent is not relying on any statement,

representation, warranty, covenant or agreement of any kind made by the Developer, or the Municipality or any employee or agent of any of the foregoing, except for the agreements set forth herein.

14. **Definitions.** Any capitalized term used and not defined herein shall have the same meaning as set forth in the Declaration of Affordable Housing Restriction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed as of the date first written above.

Developer,

ANDOVER SENIOR HOUSING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title: Authorized Real Estate Signatory  
Hereunto duly authorized

Municipality,  
Town of Andover  
By its Planning Director

By: \_\_\_\_\_  
Its \_\_\_\_\_

Monitoring Agent,

By: \_\_\_\_\_  
Its \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 201\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as \_\_\_\_\_ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 201\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as \_\_\_\_\_ [Municipality], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 201\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned  
notary public, personally appeared \_\_\_\_\_ of  
\_\_\_\_\_, proved to me through satisfactory evidence of identification,  
which were Mass. Drivers License to be the person whose name is signed on the  
preceding document, as \_\_\_\_\_ [Municipality],  
and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission Expires:

**AFFORDABLE HOUSING  
TENANT SELECTION PLAN**

**BRIDGES BY EPOCH  
AT ANDOVER**

**2018**

The objective of this Tenant Selection Plan is to consolidate relevant policies and procedures affecting tenant selection pursuant to the requirements governing the affordable housing units at this property. This Plan contains: policies to comply with the Fair Housing Act as amended and other applicable federal, state and local civil rights laws; the project eligibility requirements; the procedure for processing and selecting applicants from the waiting list, including procedures for accepting pre-applications and applications, the procedures for applying preferences and priorities, applicant screening criteria, rejection standards and procedures for ineligible and unsuitable applicants; occupancy standards; and unit transfer policies. The Plan is designed to promote fairness and uniformity in tenant selection. It is also designed to promote efficiencies in the process by which applications are processed.

## **Property Description & Affordability Requirements**

Bridges by Epoch at Andover is a 63-unit housing development tailored to households whose sole member, or a household member, requires memory care support services within a residential setting, but does not require intensive health care as provided by an institution. A "household" shall mean two or more persons who will live regularly in the unit as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual. In addition, the Special Permit requires that all units within the Project shall be required to have at least one (1) resident who is fifty-five (55) years of age or older, and that no resident of any dwelling unit within the Project shall be less than eighteen (18) years of age. The facilities and services are available to eligible persons without regard to race, color, religion, sex, perceived or actual sexual orientation or gender identity, national origin, disability or any other class protected by federal, state or local law.

In perpetuity, six (6) of the 63 units within the Bridges shall be "affordable" units as further described below:

- One (1) unit is to be provided at the low income affordability level, as defined by Section 7.4.4 of the Zoning By-law as "below 60% of the Lawrence Standard Metropolitan Statistical Area median income based on Housing and Urban Development (HUD) figures ("median income")".
- Three (3) units are to be provided at the moderate income affordability level, defined as 60-79% of median income.
- Two (2) units are to be provided at the upper-moderate income affordability level, defined as 80-100% of median income.

If a Bridges affordable unit within any given tier, as defined by the Zoning By-law, is not leased within one hundred and twenty (120) days following the first occupancy of the building, then the vacant affordable unit(s) may be leased to:

- a. An affordable resident who qualifies under a higher affordability tier; or
- b. In the event that the vacant affordable unit(s) is not leased within ten (10) business days to a qualified affordable resident from the waiting list from a higher tier of affordability, the unit may be leased to a market rate resident;

In the event that, following the one hundred and twenty (120) day period, a vacant affordable unit is filled with a market rate resident, once the next market rate unit in the Bridges building becomes vacant, the Applicant shall fill the market rate unit with a resident from the affordable housing waiting list at the next lowest income tier for which there remains an unfilled unit, based on the unit allocation set forth in this decision.

In no event, however, shall the Applicant be required to provide more than six (6) affordable units at the affordable tiers outlined in this decision at any given time.

All 6 units are studios. It is anticipated that each household will consist of 1 person. Household size shall not exceed, nor may maximum allowable household size be more restrictive than, State Sanitary Code requirements for occupancy of a unit.

### **Fair Housing/Equal Opportunity**

It is the policy of the Owner and Management, to promote equal opportunity and non-discrimination in accordance with federal and state constitutions, legislative enactments, and regulations addressing discrimination in housing including the Fair Housing Amendments Act of 1988, 42 U.S.C.A. §§ 3601-3620, The Americans with Disabilities Act of 1990, 42 U.S.C.A. §§12101-12213, Chapter 151B of the Massachusetts General Laws, Massachusetts Equal Rights Law, M.G.L. c 93, as well as any other Federal, state, or local laws or HUD rules protecting the individual rights of residents, applicant or staff which currently exist or may subsequently be enacted. As such:

- A. Non-Discrimination:** Management will not discriminate on the basis of race, color, creed, religion, national or ethnic origin, ancestry, class, sex, actual or perceived sexual orientation or gender identity, familial status, disability or handicap, military/veteran status, receipt of public assistance, age, marital status, domestic violence (including dating violence, sexual assault or stalking) or other basis prohibited by city, state or federal law. In carrying out this plan, management will prohibit discrimination in marketing, acceptance and processing of applications, tenant selection, unit assignments, the certification and recertification process, as well as all other aspects of continued occupancy, and the eviction process.
- B. Affirmative Fair Housing Marketing Plan (AFHMP):** Management's AFHMP is designed to promote equal housing choice of all prospective tenants regardless of protected status and is designed to ensure that eligible families of similar income levels will have a similar range of housing opportunities. Management's AFHMP outlines marketing strategies and identifies the groups of individuals, including persons with disabilities, least likely to apply for housing at this development because of its location and other factors without special outreach efforts. It includes the affirmative program to attract prospective tenants of all minority and non-minority groups in the housing market area regardless of race, color, religion, sex, national origin, disability or familial status. It identifies the types of materials that will be used, outreach efforts we will make and marketing activities we will engage in, to ensure that any group of persons normally not likely to apply for the



housing without special outreach efforts know about the housing, feel welcome to apply and have the opportunity to rent. In accordance with applicable requirements, this plan will be updated within every five years or when the consolidated plan is updated.

- C. Reasonable Accommodation:** The Agent will provide a reasonable accommodation - a change, exception, or adjustment to a rule, program, service, or physical change to a dwelling unit or common space - for applicants and tenants with disabilities (as defined in the above listed Acts or any subsequent legislation) who, as a result of their disabilities, require such changes to have equal access to any aspect of the application process or to the development and its programs and services. Prior to the owner providing an accommodation, there must be a nexus between the person's disability and the need for the accommodation. For such accommodations to be considered reasonable, they must not cause undue financial and administrative burden or an alteration in the fundamental nature of the housing program.

In addition to not taking any action that would result in an undue financial and administrative burden or fundamental change in the program, when providing structural modifications for otherwise qualified individuals with disabilities/handicaps, the Agent is not required to:

- Make structural alterations that require the removal or altering of a load-bearing wall; or
- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level.

- D. Communicating with Persons with Disabilities:** The Agent will effectively communicate with applicants/tenants with disabilities, and as such will provide auxiliary aids where necessary to give applicants and tenants with disabilities equal opportunity to apply to and receive the benefits of the housing program. Requests for auxiliary aids may include tactile signs, visual doorbell, reader, interpreter, application, leases and other information/communications in larger print or Braille, and recordings of such information. Appropriate auxiliary aids do not include individually prescribed devices. In furnishing auxiliary aides, the Agent will give primary consideration to the types of aids requested by the individual. The Agent will not provide an auxiliary aid if doing so will result in an undue financial and administrative burden or fundamental change in the program. If a particular auxiliary aid satisfies this threshold, the Agent will make alternate accommodations up to the point at which further accommodations would result in either a fundamental alteration in the nature of the housing program or in an undue financial and administrative burden. Where the agent uses a telephone to communicate with members of the public, applicants, and tenants, management will use the MA Relay service (711) to provide access to persons with hearing impairments who do not utilize a traditional phone. Whenever the agent publishes the site's telephone number it will publish the MA Relay number.

- E. Free Language Assistance for Applicants and Residents with Limited English Proficiency:** If an applicant or resident's primary language is not English and as a result has difficulty reading, writing or understanding English, we will provide a free language interpreter so he/she can apply to our housing program or communicate with us regarding a housing related matter. We will also provide applicants and residents oral translation of any important housing related document at no cost and may also take other measures to serve the needs of applicants and residents including translation of documents.

## **General Information**

In order to qualify for an affordable unit at Bridges by Epoch at Andover, applicants must meet the income guidelines as outlined in this plan; applicants must meet the age restriction requirement - the Special Permit requires that all units within the Project shall be required to have at least one (1) resident who is fifty-five (55) years of age or older, and that no resident of any dwelling unit within the Project shall be less than eighteen (18) years of age; at least one applicant household member must require memory care support services within a residential setting (but would not require intensive health care as provided by an institution); and all members must pass a criminal background check, be able to fulfill the lease requirements including the ability to pay rent in a timely fashion, pay any additional fees as opted/incurred timely as well, and adhere to all rules and regulations promulgated by Bridges.

Bridges is a smoke-free campus and tenants are prohibited from smoking in their apartment or anywhere on campus including in their vehicles while parked on Bridge's property. This rule will be strictly enforced and violations will include verbal and written warnings leading to eviction after a second offense. This tobacco-free policy applies to all residents, guests, vendors, visitors and service personnel at Bridges. For the purposes of this policy, the term "smoking" means inhaling, exhaling, breathing, chewing or carrying any lighted cigar, cigarette, pipe, chewing tobacco or other tobacco product or any electronic smoking device.

Although Bridges intends to strictly enforce this non-smoking policy, it cannot and does not warrant or promise that any apartment or common areas of Bridges will be smoke-free, and makes no warranty or guarantee as to the health of any tenant or other person. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are hereby put on notice that Bridges does not assume any higher duty of care to enforce this policy than any other landlord obligation under the terms of the tenant's lease.

## **Income Guidelines**

Applicants must meet the applicable income affordability requirements of the affordable units as set forth by Section 7.4.4 of the Zoning By-law and in accordance with published Area Median Income (AMI) limits by the United States Department of Housing and Urban Development (HUD) for the Lawrence/ HUD Metro Area. The Applicant must complete an Affordable Housing Rental Application and submit all requested/required income documentation as outlined on the application cover letter and application, and as detailed in this Tenant Selection Plan. Bridges may also 3<sup>rd</sup> party verify the information submitted by Applicant and will notify Applicant if he or she meets the income limits. Gross income will be calculated using the methodology of HUD's Project-Based Section 8 program, as outlined in Chapter 5 of HUD Handbook 4350.3 Rev-1, Occupancy Requirements of Subsidized Multifamily Housing Programs. However, procedures for verification shall be in accordance with DHCD guidelines.

The Leasing Office will determine if an applicant has enough gross monthly income to cover the rent. Leasing offices will not qualify an applicant if they would be paying over 65% of their monthly gross income, including income from assets, toward rent and utilities. Note: Utilities – except for phone and cable – are included in the rent.

## **Application Process**

Applicable persons interested in applying for an apartment at Bridges, or their representative, may obtain an application in person at our marketing office located at Bridges by Epoch at Andover, 10 Main Street, Andover, MA 01810. Applicants may also request an application be mailed or emailed to them by calling the marketing office at [telephone number to be determined/Relay: 711] or emailing us at [email address TBD]. Applications may be returned in person to the marketing office listed above or via US mail. Applications must include original signatures therefore they must be submitted in person or via mail. Applications submitted via email or facsimile will not be accepted for consideration of entry into the lottery. Allowances will be made for those who live out of state or have mobility or other impairments.

Completed applications will be marked with the date and time they are received and applicants will be processed to determine if the household meets initial income and project eligibility criteria. Those who meet these criteria will receive an application control number assignment for entry into the lottery for an affordable apartment.

To be considered a “complete application” for entry into the lottery the household must submit with their application all required income, asset, unit and if applicable, local preference documentation for every claim made in the program application, as well as documentation that a household member requires memory care support services within a residential setting, but would not require intensive health care as provided by an institution. The application will also act as a guide for all necessary documentation submittals. Required documentation for all household members includes, but may not be limited to the following, as applicable:

1. Three years of the most recent full taxes with backup (W-2, 1099 forms, as applicable).
2. Five most recent consecutive paystubs for all working household members.
3. Six most recent consecutive bank statements for all checking accounts held; and three most recent consecutive bank statements for all savings and other asset accounts held.
4. Statement of market value of any other assets any family member owns/has.
5. Corroborating documentation that a household member requires memory care support services within a residential setting, but would not require intensive health care as provided by an institution: Applicants must be clinically appropriate and will be assessed by Bridges by Epoch at Andover to ensure that the needs of the applicant can be met at Bridges by Epoch at Andover. This determination will be made in the sole and absolute discretion of Bridges by Epoch at Andover.
6. Corroborating Documentation of Age Eligibility. Documentation to include copy of Birth Certificate, Baptismal Certificate, Military Discharge papers, Valid passport, Census document showing age, Naturalization certificate, Social Security Administration Benefits printout, valid driver’s license, valid state issued ID  
In accordance with the Special Permit and the Declaration of Age Restriction Covenant for Bridges by Epoch at Andover: all units within the Project shall be required to have at least one (1) resident who is fifty-five (55) years of age or older, and no resident of any dwelling unit within the Project shall be less than eighteen (18) years of age.

7. Corroborating Documentation for Preference, as applicable. Documentation to demonstrate resident or employee for, or within, the Town of Andover includes: Copy of current utility bill or taxes in applicant's name for the Andover address; Copy of current lease in applicant's name with Andover address; Copy of current paystub or letter from employer detailing applicant is a Andover town municipal employee or employee for local business located in municipality; Copy of letter from Town or local business detailing bona fide offer of employment within local preference area with definitive employment start date.
8. \_\_\_\_Signed/Dated Criminal Record Offender Registry Information Authorization Form.
9. \_\_\_\_Signed/Dated Sex Offender Registry Information Authorization Form.
10. \_\_\_\_Signed/Dated General Authorization for the Release of Information.

All of the information in the application may be 3<sup>rd</sup> party verified by Bridges. Additionally, applicants may be required to sign appropriate and necessary 3<sup>rd</sup> party verification forms authorizing Bridges to verify any and all factors that affect the applicant's eligibility if applicable.

In the event that the applicant is personally unable to complete the forms, the applicant must have someone who has power of attorney complete the forms or the individual must be present to provide the information to someone assisting in completing the forms. The person assisting the applicant must sign and date the application, indicating that it was completed at the direction of the named applicant, and must provide identification to management. Allowances will be made for those who live out of state or have mobility or other impairments.

- Per the Special Permit, all units within the Project shall be required to have at least one (1) resident who is fifty-five (55) years of age or older, and no resident of any dwelling unit within the Project shall be less than eighteen (18) years of age. (Note: a live-in aide is not considered a household member for this purpose).
- At least one household member must require memory care support services within a residential setting (but not require intensive health care as provided by an institution).
- Applicant(s) must complete the application in full including signature and date.
- Applicant(s) must meet certain credit/criminal report standards. Bridges requires a credit/criminal report and Sex Offender Registration Status on all applicants.
- Bridges requires criminal report and Sex Offender Registration Status on all live-in aides who may occupy the apartment.
- Applicants must demonstrate the ability to meet financial obligations in a satisfactory manner, including timely payment of rent.
- Applicants must have a qualified co-signer if deemed necessary as a result of the credit check.
- Co-signer will assume financial responsibility for any outstanding monies due Bridges.
- Applicants must show that they have the ability to fulfill all of the lease requirements where applicable.
- Applicants must agree to live at Bridges according to the lease agreement and any other policies and procedures promulgated by Bridges.

As stated previously, upon receipt of a completed and signed application, the application will be marked with the date and time it was received. Once the Management Agent has received a fully completed application (application itself completed in full, signed and dated and including all required

documentation as detailed in the application and application cover letter), management will date stamp the application and then determine initial income and unit eligibility.

If the applicant is determined to be initially eligible for the Lottery (based on income and unit eligibility), they will receive an Application Number in the order in which their completed application was received. This application number will be entered into each and every Lottery for which the household applies and is eligible\*.

NOTE: If the application is received completed in full, a local preference is designated and all other documentation has been submitted with the exception of documentation of preference, application will be date stamped and assigned an application number for entry onto the open pool lottery list only (not the local preference pool lottery list) unless documentation of local preference is received by the application deadline date.

**\*Eligibility for the Lottery does not ensure eligibility for the program. The Managing Agent will ultimately decide if a household complies with the site's landlord, credit, criminal, SORI etc. eligibility requirements.**

Incomplete or unsigned applications will be returned to the applicant for resubmission of a completed application by the application deadline date. Failure to return the completed application by the deadline date will result in the application not being assessed for entry into the lottery.

If the applicant is determined ineligible for the Lottery based on income and/or unit size eligibility, the applicant will be notified prior to the lottery with an opportunity to challenge this determination at which time the applicant will have 5 days (from such telephone conversation or written notice of ineligibility) to respond to management and provide information/documentation requested/required.

The purpose of the Lottery is to establish Lottery Results Lists for each of the affordable units. The final rank on these Lottery Results Lists will determine how applicants will move forward in the process of being given an opportunity to lease an affordable unit.

The rank each household has on the Lottery Results Lists is determined by the order in which their application number is drawn in each lottery.

Lottery #1 will include applicants who are in the local preference pool ("Local Pool").

Lottery #2 will include applicants who are in the general pool ("Open Pool"). All local preference applicants will be entered into both the local and general pools.

### **The Lottery Procedure**

Households do not need to be present for the Lottery drawings but are encouraged to attend. All households will be notified of the results by the Managing Agent.

There will be two separate lotteries run to determine rank on the two separate Lottery Results Lists for the 22 separate units.

Lottery #1 will include applicants who are in the local preference pool ("Local Pool")

Lottery #2 will include applicants who are in the general pool ("Open Pool"). All local preference applicants will be entered into both the local and general pools.

For each Lottery, a neutral party, preferably a representative from the Town of Andover if such rep is available, will pull application numbers from a box. They will begin by pulling all applications numbers entered until all applications numbers have been pulled.

The order that an application number is pulled in each Lottery will be the position that the household has on that particular Lottery Results List. The first application number drawn for each Lottery will have the first position on that Lottery Results List. The second application number drawn will have the second position and so on.

### **Local Preference:**

Applicant households containing one or more individuals who satisfy one or more of the following criteria, and who otherwise satisfy the eligibility criteria of this site, shall be given preference (at the time of initial occupancy/rent-up only) for up to 70% of the 6 affordable units at Bridges by Epoch at Andover (for maximum of 4 total units):

(1) Current Residents of Andover: A household in which one or more members is living in the city or town at the time of application. Documentation of residency must be provided, such as rent receipts, utility bills, street listing or voter registration listing.

(2) Municipal Employees: Employees of the municipality, such as teachers, janitors, firefighters, police officers, librarians, or town hall employees (including applicants who have been hired to work in the preference area and applicants who demonstrate that they expect to live in the preference area because of a bona fide written offer of employment). Documentation of employment must be provided including letter or paystubs from Town.

(3) Employees of Local Businesses: Employees of businesses located in the municipality (also includes applicants who have been hired to work in the preference area and applicants who demonstrate that they expect to live in the preference area because of a bona fide written offer of employment). Documentation of employment must be provided including letter or paystubs from employer detailing work address located within the town of Andover.

Note: Verification of preference status must be provided at the time of application and a determination of eligibility of the preference for entry into the preference pool shall take place prior to the lottery.

The next preference will be given to the next eligible applicant on the lottery waitlist.

## **Lottery Results Lists**

Upon adding an applicant's name to the Lottery Results List(s), it becomes the applicant's responsibility to keep Bridges apprised of any changes to their application including change of address, phone number and financial status. Failure to do so could result in the applicant being removed from the Lottery Results Lists.

Other reasons for removal from the Lottery Results Lists include but are not limited to the following:

- Failure to respond to written notices for updates regarding the Lottery Results Lists.
- Mail sent to the applicant's address is returned as undeliverable.
- The applicant rejects an offered unit two times.
- The applicant no longer meets the eligibility requirements for Bridges.
- The applicant fails to respond to telephone messages in a reasonable amount of time (generally, 48 hours). Exceptions will be made to those who have good cause such as family emergency, illness or disability related reasons.
- The applicant voluntarily asks to be removed from the Lottery Results Lists.

In the event it is determined that an applicant was erroneously removed from the Lottery Results Lists, the applicant will be reinstated to their original place on the Lottery Results Lists.

Each Lottery establishes the final positions for each Lottery Results Lists.

Every household with an application number will have a position on at least one Lottery Results Lists. Households that qualify for every Lottery will have a position on every Lottery Results List.

The Managing Agent will mail the results to every household that has an application number.

Only the households in the top positions on each Lottery Results Lists are guaranteed the opportunity to lease the respective unit if they are found eligible by meeting all of the following:

- All income and asset guidelines for the affordable housing program
- Project eligibility criteria
  - In accordance with the Special Permit and the Declaration of Age Restriction Covenant for Bridges by Epoch at Andover: all units within the Project shall be required to have at least one (1) resident who is fifty-five (55) years of age or older, and no resident of any dwelling unit within the Project shall be less than eighteen (18) years of; and
  - A household member must require memory care support services within a residential setting, but would not require intensive health care as provided by an institution
- All lease qualification guidelines used by the leasing office / Managing Agent

Households with positions lower on the Lottery Results List will have to wait for the removal of households with a higher position than them before being given an opportunity to lease a unit. When a household is removed from the Lottery Results List, the next household on the respective list will be called by the Managing Agent to notify them that they will be given the opportunity to move forward in the process.

Households are removed from the Lottery Results Lists if the Managing Agent deems them ineligible based on affordable housing program guidelines (see Eligibility Requirements), if the Managing Agent deems that they are not eligible for a lease based on Leasing guidelines (see Step 5), if a household fails to meet future deadlines for documentation submittal and lease signing, or if a household notifies the Managing Agent that they are no longer interested in leasing a unit at Bridges.

The household being reviewed will go to the Leasing Office to preview the property and fill out a Lease Application. If a household does not fill out a lease application within two weeks of notification, they will no longer be ensured an apartment as it will be assumed that they are no longer interested. In turn, additional households on the Lottery Results Lists behind them will be sent in for Managing Agent review.

At such time, the Managing Agent will re-confirm if applicants have too much income for Program Eligibility.

The Managing Agent may also look at the following factors to evaluate a household's **lease** eligibility:

Sufficient income to pay the cost of the affordable rent

Criminal background check

### **Screening Criteria**

Each applicant at the time an apartment is offered will be subject to a credit and criminal background check, and landlord references shall be sought if there is a rental history within the past five years. They will also be interviewed for income and unit eligibility. Even though an apartment is offered to the applicant and the applicant accepts, final decision on eligibility cannot be made until all verifications are complete.

Applicants may be rejected for the following reasons:

- Misdemeanor or felony conviction within the time frame identified in accordance with federal and state law for crimes related to compliance with the lease.
- Poor credit related to housing
- Any applicant that has been evicted from a previous residence for drug-related activity, unless that person is currently not illegally using a controlled substance and is either currently in a



drug-rehab program or has successfully completed an approved, supervised drug rehabilitation program or the circumstances leading to the eviction no longer exists.

- An applicant who is engaged in current illegal use of drugs or for which Bridges has reasonable cause to believe that an applicant's illegal use or pattern of illegal use of a drug may interfere with the health, safety and right to peaceful enjoyment of the property by other tenants.
- Any applicant who is subject to a state sex offender lifetime registration requirement.
- Any applicant, if there is reasonable cause to believe that the applicant's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment of the property by other tenants.
- Prior evictions from any type of previous housing/apartment
- Negative housing references related to the ability to comply with the terms of the lease.
- Failure to show positive history in being able to meet the terms of the lease including the ability to pay rent in a timely fashion. Note: This doesn't require a prior rental history.
- Tenant is unable to comply with the terms of the lease.
- Does not meet Bridge's tenant screening criteria and is ineligible for occupancy for any other reason as described herein.

Any applicant who is rejected will be notified in writing and have the option to appeal the decision in writing to the Leasing Office.

### **Occupancy Standards**

According to the MA Department of Housing and Community Development's (DHCD's) guidelines, household size shall not exceed, nor may maximum allowable household size be more restrictive than, State Sanitary Code requirements for occupancy of a unit (See 105 CMR 400).

### **Unit Transfer Policies**

Tenants who wish to transfer to a different apartment must complete a "Waitlist Application for Tenants Seeking Apartment Transfer." Their name will be added to the waitlist for the type of apartment they are seeking. In order to transfer, tenants must have completed a one-year lease in their current apartment prior to requesting a transfer within Bridges and must be in good standing in the Bridges community, unless a household member has a disability and the transfer is directly related to the household member's disability and necessary as a reasonable accommodation (please see below for more details).

#### **Transfer for Reasonable Accommodation**

Tenants who seek a transfer as reasonable accommodation for a disability will be transferred at Bridges provided that it is not an undue financial and administrative burden to Bridges and provided that the transfer is an accommodation to a disability. The tenant must provide written documentation from a licensed physician, psychologist, clinical social worker or other licensed health care professional stating that such accommodation is necessary for the resident's verified disability or medical reason unless, in accordance with the law, the disability and need for

accommodation is obvious. In this case, the \$500 transfer fee will be waived. Transfer for reasonable accommodation does not include factors of view, noise, or apartment location when these factors are not related to the disability. Those seeking transfer for reasonable accommodation will take precedence on the waitlist. All other requests will occur in chronological order as indicated previously in this Tenant Selection Policy.

### **Procedures for Filling Vacancies**

When an affordable unit becomes available, Bridges will select the next qualified applicant on the Lottery Results Lists. The applicant will have 48 hours to respond to the offer and accept or decline. If the applicant declines or fails to respond within the 48 hour period, it will be marked on their record and their name will go to the bottom of the list. If it is a second rejection regardless of building, their name will be removed from all lists and the applicant will need to reapply. Should the applicant accept the apartment, an appointment will be scheduled to conduct an interview to verify the applicant's eligibility.

### **Residency Requirements**

Prior to the time of residency at Bridges, applicants must pay the first month's rent and a security deposit equal to one month's rent. The security deposit will be placed in a separate account and earn interest at the current established rate. Upon signing the lease, the applicant is agreeing to abide by the rules of the lease as well as any other rules and regulations promulgated by Bridges. Tenant leases have a term of one year. Four months prior to the lease expiration, tenants will be notified of their obligation to recertify with a designated Bridges representative. Failure to do so will result in the loss of the affordability eligibility causing the tenant to move to another apartment and pay full market rent or vacate the premises. An annual apartment inspection will be part of the recertification process. Failure at this inspection could result in termination of affordability eligibility and/or eviction.

Live-in aides will be subject to criminal background check at the tenant's initial certification and annual recertification. Likewise, if a live-in aid moves in during a tenant's certification year, he/she will be subject to a criminal background check prior to being approved to live in a unit.

### **Changes in the Tenant Selection Plan**

It is the responsibility of Bridges to review its Tenant Selection Plan on an annual basis to ensure it is in compliance with the plan. In the event changes are made to the Tenant Selection Plan, applicants will be notified in an annual letter that is sent out to .update the waitlist and applicants will be informed of their right to request a copy of the Tenant Selection Plan.



**Equal Housing Opportunity**



**JOHNSON &  
BORENSTEIN, LLC**  
ATTORNEYS AT LAW

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Karen L. Bussell  
Danielle R. Corey  
Lianne Patenaude  
Ellen M. Melvin  
Tina M. Wilson

July 12, 2018

Andover Conservation Commission  
Andover Town Offices  
36 Bartlet St.  
Andover, MA 01810

Re: **Olympic Village Open Space Deeds**  
**Transmittal in Escrow of 2 Original Deeds signed by TDJ**  
**Development Corporation**

To the Andover Conservation Commission:

In accordance with arrangements confirmed between Attorney Urbelis and me, I am pleased to enclose herewith 2 original Deeds, one each for a portion of the Olympic Village Open Space.

These originals are being delivered under the escrow condition that they are available for deliberation, acceptance and signing by the Andover Conservation Commission and Andover Board of Selectmen; thereafter the signed original deeds should be transmitted to Andover Town Counsel, Thomas J Urbelis, Esq., **in escrow**, and not recorded until final authorization in writing by my office is received by Attorney Urbelis.

Please contact me if you have any questions or require any further information.

Very truly yours,



Robert W. Lavoie

Enclosures ~ as indicated  
cc: Thomas J Urbelis, Esq.

(Space Above this Line Reserved for Registry of Deeds)

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## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that T.D.J. Development Corporation, a Massachusetts Corporation with a usual place of business at 7 Howe Road, Nahant, Massachusetts

for consideration paid of less than \$100,

grants to the Inhabitants of the Town of Andover under the care, custody and control of the Andover Conservation Commission pursuant to Massachusetts General Laws Chapter 40, Section 8C solely for passive recreation and conservation purposes, having an address of 36 Bartlet Street, Andover, MA 01810 (together with its successors and assigns with respect to the real property, easements and rights granted herein, "**Grantee**"),

### *with Quitclaim Covenants*

the parcel of Registered Land situated in Andover, Essex County, Massachusetts, consisting of the Open Space Parcel associated with the Olympic Village Cluster Subdivision and comprising so much of the land as shown on Land Court Plan No. 34810A dated April 26, 1966 (a copy of a portion of which is filed with Certificate of Title No. 7791, Book 52, Page 369 at the Essex North Registry District) as remains after the Subdivision of said land shown on Land Court Plan No. 34810B dated October 23, 1980, a copy of a portion of which is filed with Certificate of 9975, Book 70 Page 305 of said Essex North Registry District.

The above described land is subject to such rights as may exist in the Ditch, approximately as shown on said Plan No. 34810A.

The above described land is subject to any rights which may exist in the Pond as shown on said Plan No. 34810A, at the date of original decree.

Title reference: Certificate No. 8446, Registration Book 56 Page 589 in Essex North Registry District, and Deed of the Trustees of Andrew Cir., Realty Trust of North Andover, said Deed being dated March 14, 1980 and filed with Essex North Registry District as Document No. 29849.

Meaning and intending hereby to convey all of the premises described in said Certificate No. 8446, Registration Book 56 Page 589 as remains after the Subdivision of said land shown on Land Court Plan No. 34810B dated October 23, 1980, a copy of a portion of which is filed with Certificate of 9975, Book 70 Page 305 of said Essex North Registry District.

Said Open Space Parcel is also shown as Lot 87 containing 12.83 acres on a Plan recorded in the Northern Essex District Registry of Deeds as Plan No. 8556, and reference may be made to said Plan No. 8556 for a more particular description of said Lot 87.

Said property is subject to the following easements, restrictions, and takings of record:

- A. Order of Conditions dated February 27, 1981 and registered as Document No. 31780.
- B. Easement from T.D.J. Development Corporation to New England Telephone and Telegraph Company dated April 8, 1981 and registered as Document No. 31788.
- C. Easement from T.D.J. Development Corporation to Massachusetts Electric Company dated April 27, 1981 and registered as Document No. 31870.
- D. Order of Taking by the Town of Andover dated April 2, 1991 and registered as Document No. 51637.

By execution and delivery of this deed, Grantor hereby confirms that Grantor does hereby release any and all claims associated with any and all Eminent Domain Takings of the above described land by the Inhabitants of the Town of Andover, including without limitation the taking authorized by Article 55 of the 2003 Andover Annual Town Meeting.

By execution and delivery of this Deed, Grantor hereby further confirms that this conveyance is in the ordinary course of Grantor's business.

As evidenced by certificates recorded herewith, T.D.J. Development Corporation was voluntarily dissolved in 1998, but in accordance with Massachusetts Gen. Laws Chapter 156, Section 108, the said T.D.J. Development Corporation has been revived for the limited purpose of conveying the above described land to Grantee, in order to facilitate Grantee's Eminent Domain Taking of the above described parcels of land authorized by Article 55 of the 2003 Andover Annual Town Meeting.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.



Signed as a sealed instrument this 12<sup>th</sup> day of July, 2018, intending the same to take effect as of the date that T.D.J. Development Corporation is revived by the Massachusetts Secretary of State's Office.

T.D.J. Development Corporation

By: JoAnn Kalogianis Nikolopoulos Spneas,  
Vice President and Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 12<sup>th</sup> day of July, 2018, before me, the undersigned Notary Public, personally appeared JoAnn Kalogianis Nikolopoulos Spneas, Vice President and Assistant Treasurer of Olympic Construction, Inc., who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily in her capacity as said corporate officers, for its stated purpose as the voluntary act of T.D.J. Development Corporation

Notary Public

My Commission Expires: 5-27-22



ACCEPTANCE OF GRANT BY CONSERVATION COMMISSION

By their signatures below, the undersigned members of the Conservation Commission for the Town of Andover acknowledge acceptance of the foregoing grant on the terms and conditions outlined therein.

IN WITNESS WHEREOF the undersigned hereunto sets its hand and seal this 17<sup>th</sup> day of July, 2018.

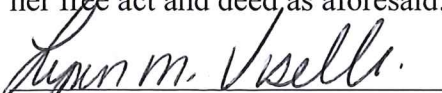
**Grantee**  
**Conservation Commission**  
**Town of Andover**

Commonwealth of Massachusetts

County of Essex, ss.

On this 17<sup>th</sup> day of July, 2018, before me, the undersigned notary public, personally appeared Donald Cooper, Ellen Townson, Kevin J. Porter, Jon Horca, Floyd Greenwood and Alexandra Driscoll all being members of the Conservation Commission for the Town of Andover, Massachusetts, each of whom proved to me through satisfactory evidence of identification, which were that they are personally know to me to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that each executed the foregoing document as his or her free act and deed, as aforesaid.

  
Notary Public

My commission expires 8/31/18

ACCEPTANCE OF GRANT BY BOARD OF SELECTMEN

By their signatures below, the undersigned members of the Board of Selectmen for the Town of Andover acknowledge acceptance of the foregoing grant on the terms and conditions outlined therein.

IN WITNESS WHEREOF the undersigned hereunto sets its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Grantee**  
**Board of Selectmen**  
**Town of Andover**

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Commonwealth of Massachusetts

County of Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared

all being members of the Board of Selectmen for the Town of Andover, Massachusetts, each of whom proved to me through satisfactory evidence of identification, which were that they are personally know to me to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that each executed the foregoing document as his or her free act and deed as aforesaid.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that T.D.J. Development Corporation, a Massachusetts Corporation with a usual place of business at 7 Howe Road, Nahant, Massachusetts

for consideration paid of less than \$100,

grants to the Inhabitants of the Town of Andover under the care, custody and control of the Andover Conservation Commission pursuant to Massachusetts General Laws Chapter 40, Section 8C solely for passive recreation and conservation purposes, having an address of 36 Bartlet Street, Andover, MA 01810 (together with its successors and assigns with respect to the real property, easements and rights granted herein, "**Grantee**"),

### *with Quitclaim Covenants*

the land situated in Andover, Essex County, Massachusetts, consisting of an Open Space Parcel associated with the Olympic Village Cluster Subdivision and being shown as Lot 86 containing 25.83 acres on a plan recorded in the Northern Essex District Registry of Deeds as Plan No. 8556. Reference may be made to said Plan No. 8556 for a more particular description said Lot 86.

Said property conveyed hereby is subject to the following easements, restrictions, and takings of record:

- A. Order of Conditions dated July 22, 1980 and recorded in Book 1444, Page 68.
- B. Planning Board Restriction dated January 16, 1981 and recorded in Book 1482, Page 150.
- C. Planning Board Restriction dated May 31, 1985 and recorded in Book 1979, Page 157.
- D. Order of Conditions dated February 27, 1981 and recorded in Book 1490, Page 127.
- E. Easement to New England Telephone and Telegraph Company dated March 13, 1981 and recorded in Book 1492, Page 96.
- F. Easement to Massachusetts Electric Company dated April 27, 1981 and recorded in Book 1503, Page 70.
- G. Subject to a driveway easement as noted in Deed dated October 16, 1984 and recorded in Book 1892, Page 40, and shown on plan recorded as Plan No. 9282.

- H. Easement to Bay State Gas Company dated May 30, 1984 and recorded in Book 1816, Page 331.
- I. Benefit of Utility Easement as shown on Plan recorded as Plan No. 9674.
- J. Order of Taking dated December 9, 1991 and recorded in Book 3362, Page 134.
- K. Order of Conditions dated January 16, 2001 and recorded in Book 6030, Page 350.
- L. Order of Taking dated March 12, 2001 and recorded in Book 6090, Page 122, and shown on Plan No. 13984.
- M. Drainage and Utility Easements as shown on Plan No. 8556.

For title reference, see the following deeds:

Deed of the Trustees of Andover Circle Realty Trust of North Andover dated March 14, 1980 and recorded with said deeds at book 1425 page 142;

Deed of George Chongris dated May 13, 1980 and recorded with said Deeds at Book 1434, Page 267.

Confirmation Decree issued by the Land Court dated November 9, 1981 and recorded at Book 1545 Page 319.

By execution and delivery of this deed, Grantor hereby confirms that Grantor does hereby release any and all claims associated with any and all Eminent Domain Takings of the above described land by the Inhabitants of the Town of Andover, including without limitation the taking authorized by Article 55 of the 2003 Andover Annual Town Meeting.

By execution and delivery of this Deed, Grantor hereby further confirms that this conveyance is in the ordinary course of Grantor's business.

As evidenced by certificates recorded herewith, T.D.J. Development Corporation was voluntarily dissolved in 1998, but in accordance with Massachusetts Gen. Laws Chapter 156, Section 108, the said T.D.J. Development Corporation has been revived for the limited purpose of conveying the above described land to Grantee, in order to facilitate Grantee's Eminent Domain Taking of the above described parcels of land authorized by Article 55 of the 2003 Andover Annual Town Meeting.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

Signed as a sealed instrument this 12<sup>th</sup> day of July, 2018, intending the same to take effect as of the date that T.D.J. Development Corporation is revived by the Massachusetts Secretary of State's Office.

T.D.J. Development Corporation

By: JoAnn Kalogianis Nikolopoulos Spaneas,  
Vice President and Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 12<sup>th</sup> day of July, 2018, before me, the undersigned Notary Public, personally appeared JoAnn Kalogianis Nikolopoulos Spaneas, Vice President and Assistant Treasurer of Olympic Construction, Inc., who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily in her capacity as said corporate officers, for its stated purpose as the voluntary act of T.D.J. Development Corporation

Robert W. Lavoie  
Notary Public

My Commission Expires: 5-27-22



ACCEPTANCE OF GRANT BY CONSERVATION COMMISSION

By their signatures below, the undersigned members of the Conservation Commission for the Town of Andover acknowledge acceptance of the foregoing grant on the terms and conditions outlined therein.

IN WITNESS WHEREOF the undersigned hereunto sets its hand and seal this 17<sup>th</sup> day of July, 2018.

**Grantee**  
**Conservation Commission**  
**Town of Andover**

Donald D. Cooper

[Signature]

Ellen Townson

Alexandra Driscoll

Kevin J. Porter

\_\_\_\_\_

[Signature]

\_\_\_\_\_

Commonwealth of Massachusetts

County of Essex, ss.

On this 17<sup>th</sup> day of July, 2018, before me, the undersigned notary public, personally appeared Donald Cooper, Ellen Townson, Kevin J. Porter, Jon Honea, Floyd Greenwood and Alexandra Driscoll all being members of the Conservation Commission for the Town of Andover, Massachusetts, each of whom proved to me through satisfactory evidence of identification, which were that they are personally know to me to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that each executed the foregoing document as his or her free act and deed as aforesaid.

[Signature]  
Notary Public

My commission expires 8/31/18

ACCEPTANCE OF GRANT BY BOARD OF SELECTMEN

By their signatures below, the undersigned members of the Board of Selectmen for the Town of Andover acknowledge acceptance of the foregoing grant on the terms and conditions outlined therein.

IN WITNESS WHEREOF the undersigned hereunto sets its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Grantee**  
**Board of Selectmen**  
**Town of Andover**

_____	_____
_____	_____
_____	_____
_____	_____

Commonwealth of Massachusetts

County of Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared

all being members of the Board of Selectmen for the Town of Andover, Massachusetts, each of whom proved to me through satisfactory evidence of identification, which were that they are personally know to me to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that each executed the foregoing document as his or her free act and deed as aforesaid.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

**ESSEX, SS.**

To the Constables of the Town of Andover

**GREETING:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Primaries to vote at

**Precincts 1 and 3**

**THE CENTER AT PUNCHARD ALSO KNOWN AS THE ANDOVER SENIOR CENTER  
WHITTIER COURT, ANDOVER, MASSACHUSETTS**

**Precincts 4, 5, and 6**

**WOOD HILL MIDDLE SCHOOL GYMNASIUM  
HIGH PLAIN ROAD, ANDOVER, MASSACHUSETTS**

**Precincts 2, 7, 7A, 8, and 9**

**THE RICHARD J. COLLINS FIELD HOUSE ANDOVER HIGH SCHOOL  
SHAWSHEEN ROAD, ANDOVER, MASSACHUSETTS**

on **TUESDAY, THE FOURTH DAY OF SEPTEMBER, 2018**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

<b>SENATOR IN CONGRESS . . . . .</b>	<b>FOR THIS COMMONWEALTH</b>
<b>GOVERNOR . . . . .</b>	<b>FOR THIS COMMONWEALTH</b>
<b>LIEUTENANT GOVERNOR . . . . .</b>	<b>FOR THIS COMMONWEALTH</b>
<b>ATTORNEY GENERAL . . . . .</b>	<b>FOR THIS COMMONWEALTH</b>
<b>SECRETARY OF STATE . . . . .</b>	<b>FOR THIS COMMONWEALTH</b>
<b>TREASURER AND RECEIVER GENERAL . .</b>	<b>FOR THIS COMMONWEALTH</b>
<b>AUDITOR . . . . .</b>	<b>FOR THIS COMMONWEALTH</b>
<b>REPRESENTATIVE IN CONGRESS . . . . .</b>	<b>THIRD CONGRESSIONAL DISTRICT</b>
<b>Precincts 2, 3, 4, 5, 6, 7, and 9</b>	
<b>REPRESENTATIVE IN CONGRESS . . . . .</b>	<b>SIXTH CONGRESSIONAL DISTRICT</b>
<b>Precincts 1, 7A, and 8</b>	
<b>COUNCILLOR . . . . .</b>	<b>FIFTH COUNCILLOR DISTRICT</b>
<b>SENATOR IN GENERAL COURT . . . . .</b>	<b>SECOND ESSEX &amp; MIDDLESEX DISTRICT</b>
<b>REPRESENTATIVE IN GENERAL COURT . .</b>	<b>SEVENTEENTH ESSEX DISTRICT</b>
<b>Precincts 2, 3, and 4</b>	
<b>REPRESENTATIVE IN GENERAL COURT . .</b>	<b>EIGHTEENTH ESSEX DISTRICT</b>
<b>Precincts 1, 5, 6, 7, 7A, 8, and 9</b>	
<b>DISTRICT ATTORNEY . . . . .</b>	<b>EASTERN DISTRICT</b>
<b>CLERK OF COURTS. . . . .</b>	<b>ESSEX COUNTY</b>
<b>REGISTER OF DEEDS . . . . .</b>	<b>ESSEX COUNTY NORTHERN DISTRICT</b>

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this    day of July, 2018.

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Alex J. Vispoli, Chair

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Ann W. Gilbert

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Laura M. Gregory, Vice-Chair

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Paul J. Salafia

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Christian C. Huntress, Secretary

Selectmen of: Andover, Massachusetts

A true copy

ATTEST

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Ronald Bertheim, Constable

Pursuant to the foregoing Warrant, I, the subscriber, one of the Constables of the Town of Andover, have notified the Inhabitants of said Town to meet at the time and place and for the purposes stated in said Warrant, by posting a true and attested copy of the same on the Town Hall, on each schoolhouse, and in no less than five other public places where bills and notices are usually posted. Said Warrants have been posted at least seven days before the Election.

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Ronald Bertheim, Constable \_\_\_\_\_, 2018.



Pursuant to the foregoing Warrant, I, the subscriber, one of the Constables of the Town of Andover, have notified the Inhabitants of said Town to meet at the time and place and for the purposes stated in said Warrant, by posting a true and attested copy of the same on the Town Hall, on each schoolhouse, and in no less than five other public places where bills and notices are usually posted. Said Warrants have been posted at least seven days before the Election.

\_\_\_\_\_, 2018.  
Ronald Bertheim, Constable

WARRANT POSTING PLACES

Precinct One	Center at Punchard (Senior Center) Town Offices Doherty Middle School
Precinct Two	Public Library Post Office (Stevens Street) Shawsheen Elementary School
Precinct Three	Town House (Main Street) YMCA (Haverhill Street)
Precinct Four	West Elementary School Greater Lawrence Vocational Technical High School
Precinct Five	High Plain Elementary School Wood Hill Middle School
Precinct Six	Post Office, Ballardvale Sanborn Elementary School
Precinct Seven	South Elementary School
Precinct Eight	Bancroft Elementary School
Precinct Nine	Andover High School West Middle School